

WEATHER FORECAST

N.W. gales, with snow on E. coast to-day. Wednesday: Decreasing N.W. winds; rain, cold.

The Evening Advocate

OFFICIAL ORGAN OF THE FISHERMEN'S PROTECTIVE UNION OF NEWFOUNDLAND

Vol. XI, No. 46.

ST. JOHN'S, TUESDAY, FEBRUARY 26, 1924.

PRICE: TWO CENTS.

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That is why the sale of

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WORKER,
MOOSE HEAD,**

Is Increasing Daily
TRY A PLUG

SIR WM. COAKER EXPLAINS RELIEF POLICY

Defends His Efforts on Behalf of Country and Says Government Relief Measures Averted Dangerous Situation

**THE FIRST CONTRACT WAS
OUTSTANDING BUSINESS DEAL**

Compares With Coaker-Wolvin Agreement as Profitable Arrangement for Country

**UNION TRADING COMPANY SUPPLIED FOOD WHEN
ALL OTHER SOURCES FAILED**

**FALSE IMPRESSIONS FOSTERED BY
POLITICAL ENEMIES EXPLODED
BY F.P. UNION LEADER**

The principal witness at yesterday's sitting of the Enquiry was Sir William Coaker, whose evidence occupied practically the whole of the day, being completed only a few minutes before the hour of adjournment. Sir William dealt in detail with the conditions that led up to the Government's undertaking the cutting of timber as a relief measure during the years 1921 and 1922, with the manner in which contracts were given for the cutting of the wood, and that in which supplies of food were given to the people engaging in the work. He told of the efforts made to dispose of the pulp-wood after it was cut, and the difficulties the Government were faced with in this respect as a result of falling markets at the time when they had to offer their timber for sale. Sir William further explained how the Bryant-rossing contract was entered into after the failure of attempts to get outside parties to do the rossing, which was necessary before the wood could be disposed of. The following is a verbatim report of Sir William's evidence, for which we have to thank the official stenographers:

Sir William Coaker sworn. Examined by Mr. Winter.

Q.—You are a member of the House of Assembly?
A.—Yes.

Q.—What district do you represent?
A.—Bonavista.

Q.—You have represented that district for how long?
A.—Since 1913, except for a couple of years in Twillingate district.

Q.—Are you a member of the Executive Council, Sir William? At present, I mean?
A.—I am a member at present, yes.

Q.—You are without portfolio?
A.—Without portfolio, yes.

Q.—Did you occupy any office, Sir William, in Sir Richard Squires' Government from 1919 to 1923?
A.—Yes, I was Minister of Marine and Fisheries until January, 1923, and a member of the Executive until some time in February 1923—from 1919 until 1923.

Q.—Minister of Fisheries and—
WITNESS—Minister of Marine and Fisheries.

MR. WINTER—Yes. And you had occupied that office before, I think, Sir William.

A.—No, not Minister of Marine and Fisheries. I was a member of the Executive during the Coalition Gov-

ernment from 1917 to 1919.

Q.—You have never been Minister of Agriculture and Mines, have you?
A.—No, I have not.

Q.—Now, Sir William, I want you to bring your mind back to the year 1921, what was the general condition of the country at that time?
A.—You mean—

Q.—Not 1921, I mean 1920.
A.—In 1920?

Q.—Yes.
A.—Well, in 1920 conditions were not as bad as in 1921 and 1922.

Q.—You mean it started in 1921, and went on in 1922?
A.—Yes.

Q.—The condition of the country was really worse in 1921 than 1922?
A.—Yes.

Q.—I suppose in 1920, there were signs of destitution?
A.—Yes, there was destitution.

Q.—But not so pronounced as it subsequently became?
A.—No.

MR. WINTER—I think, really, the slump—as we call it—began or started in 1920?
A.—Yes.

Q.—And that there was great destitution in 1921 and 1922?
A.—Yes.

Q.—This cutting of pitprops and

timber generally, I think, was decided upon by the Government as the best means of relieving or one of the best means of relieving that destitution?

A.—Yes.

Q.—Now in the summer of 1920, nothing of this sort had been done?
A.—Nothing with regard to pitprops.

Q.—Now, Mr. Dawe, who gave evidence here the other day, said he sold some pulpwood to the A.N.D. Company during the summer of 1920, and that in order to effect that sale he had to have a permit from the Governor in Council. Do you know anything of that?
A.—I have a recollection that some thing was applied for, but I am not quite clear as to what happened or what followed.

Q.—Was a permit given to anybody else to sell?
A.—No, there was no permit given to anybody else.

Q.—He said there was a permit given to Mr. Collishaw. Mr. Collishaw had no permits to cut wood, had he?
A.—No. Not to cut wood to the A.N.D. Company. Mr. Collishaw would not want a permit to sell. Some of it was Reid's land, for which he did not require a permit.

Q.—What is the position if the wood is cut on Crown Lands?
A.—It cannot be sold without a special permit or license. That is, as I understand it. But anyone holding a license for land, or Reid's land, which is fee simple, they have not to get a permit. They have a perfect right to do anything they like with it in the country.

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COM.—Yes, anything in the country, but that is not to export it. They cannot export it without a permit, but I suppose there is nothing to prevent selling it to a neighbor?
A.—No.

MR. WINTER—Such permits have been given from time to time?
A.—Yes.

Q.—Do you know on what authority these permits were given?
A.—I can't tell you that.

Q.—Have you been present at meetings where such—
MR. HOWLEY objects.

MR. WINTER—Section 44 of the Consolidated Crown Lands Act, reads: (Quotes from the Act). Now that is the Section which forbids it. Well where is the authority for permitting the holders of a license like the A.N.D. Company to buy? Do you know?

A.—I could not tell you that. I daresay in 1920, whatever was done was done under the War Measures' Act.

Q.—But does the War Measures' Act give them authority?
A.—I think it gave them authority.

COM.—That prohibits something, does it provide for permits?
MR. WINTER—This provides a penalty of \$20.00, to be recovered by suit in the name of the Minister of Agriculture and Mines in a summary manner before stipendiary magistrate.

COM.—That seems to give a great deal of discretion to the Minister of Agriculture and Mines, as to whether he should take proceedings or not. If he chose to say "I shall not take proceedings against you" a good many people I daresay, would act on that, would they not?

MR. WINTER—That might be. But I don't think when these permits were given it was in the exercise of the Minister's discretion whether it would carry out the Act or not.

COM.—Well, now, the War Measures' Act, I think I have had before me. I don't know if it is in this volume.

MR. WINTER—No it is not in that volume. Here is the War Measures' Act.

COM. I know it was a time when at home—and I daresay in this country also—enormous powers were given the Executive under these War Measures' Acts. It had to be so, in fact. (Reads War Measures Act) You see the Governor in Council had power here to do and authorize such acts and things, and so it gave very wide powers. But it is not known if there is an order in Council is there?

MR. WINTER—I don't know if this Witness can tell us. Do you know, Sir

William, whether any order was passed on this point?
WITNESS—I can't remember.

COM.—They were probably very numerous, those orders of Council?
A.—Yes, very numerous.

Q.—Far too numerous I suppose for you to remember all of them?
A.—Yes, but I presume in all, the Executive was guided by the advice of the Justice Department.

COM. (To Mr. Winter)—Do you intend going any further on this point with Sir William? I don't think we can decide if any permission was given wrongly, if it was given in 1920. We are not inquiring into 1920.

MR. WINTER—No, sir. Well, I am quite content to leave it at that.

COM.—I think it should be left there, because it does not seem to me that I am authorized to inquire into whether permission was given either rightly or wrongly in 1920, which was before the matter this paragraph of the Commission deals with. I think we shall leave the matter there. I shall not assume that anything was dealt with wrongly.

MR. WINTER—Do you know what price Mr. Collishaw sold that wood to the A. N. D. Co. for?
A.—No, I do not know.

Q.—Did not the matter come up before the House of Assembly next year?
A.—I think there was something said about it in the House.

COM.—That would be in 1921, would it?
MR. WINTER—Yes. Then you have no idea, Sir William, or what the wood was sold to the A.N.D. Co. for?

A.—I have no idea of the figure; but I think that generally they must have paid a good price, because the price of pulp wood at that time was enormous, and the reason the A.N.D. Co. gave so much was because they had no stocks on hand and they had not got enough wood on hand to operate their mills and to carry them on.

COM.—Pulpwood was a very high price at that time, was it?
A.—Yes.

MR. WINTER.—Contracts were made then with different parties the following winter when the pinch of destitution began to be felt. The government permitted the cutting of wood to various contractors who were expecting to try and sell as the ban was lifted on export. Now can you explain why they were not permitted to sell to the A.N.D. Co.?

A.—Chiefly because of that Act. If I were a member of the Executive at

(Continued on Page 2.)

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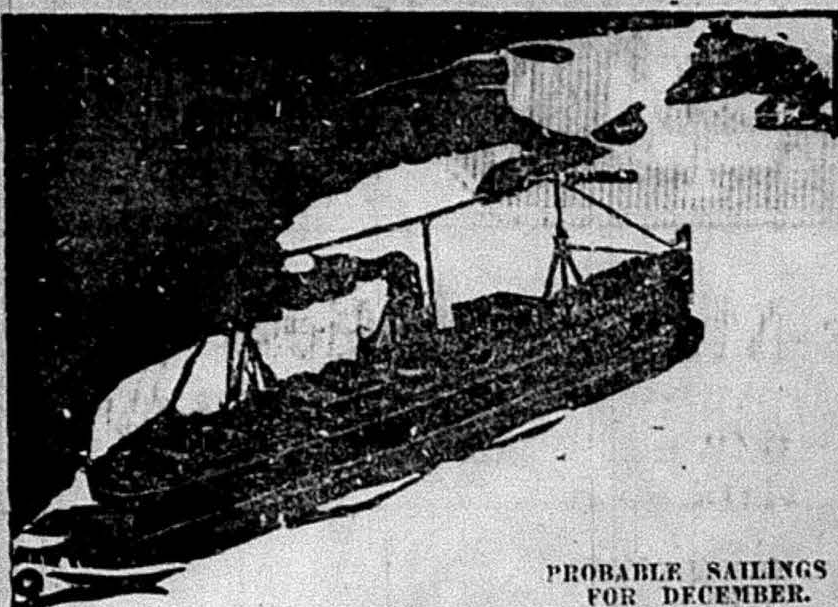
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Whispering Smith

CHAPTER XXX.

The Fight in the Cache

Whispering Smith, with the cowboys, took the rough country to the left, and Kennedy and his party took the south prong of the Cache Creek. The instructions were to make a clean sweep as the line advanced. Behind the centre rode three men to take the stock driven in from the wings. Word that was brief but reasonable had been sent everywhere ahead. Every man, it was promised, that could prove property should have a chance to do so at the door that day and the next; but any brands that showed stolen cattle, or that had been skinned or tampered with in any way, were to be turned over to the Stock Association for the benefit of owners.

The very first pocket raided started a row and uncovered eighty head of five-year-old steers bearing a mutilated Duck Brand. It was like poking at rattlesnakes to undertake to clean out the grassy retreats of the Cache, but the work was pushed on in spite of protests, threats, and resistance. Every man that rode out openly to make a protest was referred calmly to Rebstock, and before very long Rebstock's cabin had more men around it than had been seen together in the Cache for years. The impression that the whole jig was up, and that the refugees had been sold out by their own boss, was one that no railroad man undertook to discourage. The cowboys insisted on the cattle, with the assurance that Rebstock could explain everything. By noon the Cache was in an uproar. The cowboys were riding carefully, and their guards, in hand, were watching the corners. Ahead of the slowly moving line with the growing bunch of cattle behind it, flourished as it were rather conspicuously, if it had been Whispering Smith's intention, to raise a large-sized row. It was apparent that he had succeeded.

Whispering Smith's party had no explanation to offer for the rowing, but when Rebstock made it known that the fight was over sending out Du Sang, the rage of the rustlers turned on Du Sang. Again, however, no man wanted to take on personally with Du Sang the question of the reasonableness of Smith's demand. Instead of doing so, then fell on Rebstock and demanded that if he were boss he make good and send Du Sang out.

The wind which had slept in the sunshine of the morning, rose in the afternoon, and the dust whirled in little clouds where men or animals moved. From the centre two men had gone back with the cattle gathered up to that time, and Bill Dancin, with Stormy Gordon, Smith and two of the cowboys, were heading a draw to cross to the north side of the Cache, when three men rode out into the road five hundred yards ahead, and halted.

Whispering Smith spoke: "There come our men; stop here. Feel your guns and well start forward slowly; don't take your eyes off the bunch, whatever you do. Bill, you go back and help the men with the cattle; there will be four of us against three then."

"Not for mine!" said Bill bluntly. "You may need help from an old fool yet. I'll see you through this and look after the cattle afterward."

"Then, Stormy, one or two of you go back," urged Smith, speaking to the cowboy foreman without turning his eyes. "There's no need of five of us in this."

But Stormy swore violently. "You go back yourself. We'll bring them fellows in for you in ten minutes with their hands in the air."

"I know you would; I know it. But I'm paid for this sort of thing and you are not, and I advise no man to take unnecessary chances. If you all want to stay, why, stay; but don't ride ahead of the line, and let me do all the talking. See that your guns are loose—you'll never have but one chance to pull, and don't pull till you're ready. The albino is riding in the middle now, isn't he? And a little back, playing for a quick drop. Watch him. Who is that on the right? Can it be George Seagrue? Well, this is a bunch, and I guess Karg is with them."

Holding horses to a slow walk, the two parties gingerly approached each other. When the Cache riders halted, the railroad riders halted; and when the three rode the five rode; but the three rode with absolute alignment and acted as one, while Whispering Smith had trouble in holding his men until the two lines were fifty feet apart.

By this time the youngest of the

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cowboys had staided and was thinking hard. Whispering Smith halted, in perfect order and sitting their horses as if they were riding a parade; the horses ambling at a snail's pace, the Cache riders advanced in the sunshine like one man. When Du Sang and his companions reined up, less than twelve feet separated the two lines.

In his tan shirt, Du Sang, with his yellow hair, his white eyelashes, and his narrow face, was the least impressive of the three men. Du Sang and his companions wore short-sleeved shirts; rifles were slung at their hips, and revolvers stuck in their hip-scabbards. Whispering Smith, in his dusty suit of khaki, was the only man in either line who showed no revolver, but a hammerless or muley Savage rifle hung beside his pom-pom.

Du Sang spoke first: "Which of you fellows is leading this round-up," he asked. "I am," said Whispering Smith. "Why? Have we got some of your cattle?" The two men spoke as quietly as school-teachers. Smith's expression in no way changed, except that as he spoke, he lifted his eyebrows a little more than usual.

Du Sang looked at him closely as he went on: "What kind of a way is this to treat anybody? To ride into a valley like this and drive a man's cows away from his door without notice or papers? Is your name Smith?"

"My name is Smith; yours is Du Sang. Yes, I'll tell you, Du Sang, carry an inspector's card from the Mountain Stock Association—do you want to see it? When we get these cattle to the door, any man in the Cache may come forward and prove his property. I shall leave instructions to that effect when we go, for I want you to go to Medicine Bend with me, Du Sang, as soon as convenient, and the men that are with me will finish the round-up."

"What do you want me for? There's no papers out against me, is there?" "No, but I'm an officer, Du Sang, coming back I would pay your expenses."

"So they tell me. Well, you're after the wrong man. But I'll go with you; I don't care about that."

"Neither do I, Du Sang; and as you have some friends along, I won't break up the party. They may come too."

"What for?" "For stopping a train at Tower W. Saturday night."

The three men looked at one another and laughed.

Du Sang spoke with an oath: "The men you want are in Canada by this time. I can't speak for my friends; I don't know whether they want to go or not. As far as I am concerned, I haven't killed anybody that I know of. I suppose you'll pay my expenses back?"

"Why, yes, Du Sang, if you were I'll see to the papers; I want you for us; but you are not coming back. You are riding down Williams' Cache for the last time; you've ridden down it too many times already. This round-up is especially for you. Don't deceive yourself; when you ride with me this time out of the Cache, you won't come back."

Du Sang laughed, but his eyes were as steady as a cat's. It did not escape Whispering Smith's notice that the mettlesome horses ridden by the outlaws were continually working around to the right of the party. He spoke amiably to Karg: "If you can't manage that horse, Karg, I can. Play fair. It looks to me as if you and Du Sang were getting ready to run for it, and leave George Seagrue to shoot his way through alone."

Du Sang, with some annoyance, intervened: "That's all right, I'll go with you. I'd rather see the papers, but if you're Whispering Smith, it's all right. I'm due to shoot out a little game with you at Medicine Bend, anyway."

"Any time, Du Sang; only don't let your hand wobble next time. It's too close to your gun now to pull right."

"Well, I told you I was going to

come, didn't I? And I'm coming—now!" With the last word he whipped out his gun. There was a crash of bullets. Questioned once by McCloud and reproached for taking chances, Smith answered simply: "I have to take chances," he said. "All I ask is an even break."

From the moment Du Sang first spoke, Smith, convinced that he meant to shoot his way through the line, waited only for the moment to come. When Du Sang's hand moved like a flash of light, Whispering Smith, who was holding his coat lapels in his hands, struck his pistol from the scabbard over his head and threw a bullet at him before he could fire, as a conjurer throws a vanishing coin into the air. Spurring his horse fearfully, as he did so, he dashed at Du Sang and Karg, leaped his horse through their line and wheeling at arm's length, shot again. Bill "Dancing" jumped in his saddle, away, and toppled to the ground. Stormy Gordon gave a whoop at the spectacle, and with his two cowboys at his heels, fled for life.

More serious than all, Smith found himself among three fast revolvers, working from an unmaneuverable horse. The best tried to follow the fleeing cowboys, and when faced sharply about, showed temper. The trained horses of the outlaws stood like statues, but Smith had to fight with his horse bucking at every shot. He threw bullets as fast as he could, first over one shoulder and then over the other, and used the last cartridge in his revolver with Du Sang. Seagrue, and Karg, shooting at him every time they could fire without hitting one another.

(To be continued.)

Foreign Patch's

SYDNEY, N.S., Feb. 25.—The lives of two miners, John Babb, a native of Carbonate, Nfld., and Daniel Macdonald, of Louisburg, were snuffed out without a moment's warning at Victoria Mine No. 24, Glace Bay this afternoon, when shortly after the men entered the pit to begin the night shift a piece of rock, eight feet long, seven feet wide and two feet thick, fell from the roof crushing the men and causing instant death.

LONDON, Feb. 25.—The conference of dock workers today called off the dockmen's strike which has been in progress since February 15.

The work will be resumed at all ports at 7.30 o'clock to-morrow morning.

LONDON, Feb. 25.—Premier MacDonald stated in the House of Commons, to-night that the Government has no immediate intention of revising the Treaty of Versailles, as Arthur Henderson, Secretary for Home Affairs, had intimated in a speech on Saturday evening.

NEW YORK, Feb. 25.—British recognition of the Soviet Government is an act hostile to democracy, an act that the British people will regret, in the opinion of Samuel Gompers, President of the American Federation of Labor.

PARIS, Feb. 25.—The committee of reparations experts, headed by Brigadier General Charles G. Dawes, began to-day its final task of preparing the report to the Reparation Commission.

SUSAK, Jugoslavia, Feb. 25.—Porto Barros Delta was turned over to Jugoslav authorities yesterday by the Italians in accordance with the Fiume Treaty.

LOCAL ITEMS

To-morrow's train will connect with the Argyle at Argenta for the Western trip.

The schooner *Hamorlat*, Monroe Export Co., owners, has arrived at Turk's Island from Barbados, and is leaving shortly for this port with a salt cargo.

It is not definitely known, if the *ss. Yankton* will call at Halifax en route to this port. There is a large amount of freight at Boston consigned to local importers, and it is likely the ship will proceed here direct.

The *ss. Silvia* arrived at New York from here via Halifax at 10 a.m. yesterday. She will probably leave again to-morrow morning.

The *Sachem* leaves Halifax for this port on Thursday.

The *Digby* has been delayed at Liverpool by the Dockers' strike. She leaves for here on March 4th.

Mails per the *Sachem* will close 6 p.m. Saturday.

Mails per *S.S. Rosalind* will close 10 a.m. Wednesday.

Unclaimed Letters Remaining in G.P.O.

A
Aysley, C., St. John's.
Abbott, B., Franklin Ave.
Anthony, Miss M., South Side.

B
Bartlett, Harry, Long's Hill.
Blackmore, Mrs. T., St. John's.
Bartlett, Miss I., C/o Mrs. John Conway.

Baker, Miss Fannie, C/o Genl. Delivery.
Bartock, Miss Anna, St. John's.
Baldwin, Miss N., H— Street.

Benson, Levi, G. P. O.
Brennan, Mr. H., New Gower St.
Benolt, Mr. O., Late Genl. Hospital.

Bishop, Miss Hazel, C/o Mrs. Moore.
224 St.
Brown, Mrs. Anson, St. John's.

Butler, Capt. H. E. L., New Gower St.
Burne, Mr., near Burton's Pond.
Butler, Miss M., St. John's.

Butler, Miss Long's Hill.
Butler, Mrs. M., Angel Place.
Butter, Miss Lizzie, Prince's St.

Bulley, Mr. T., G. P. O.
Dugden, Mrs. Mary, Prince of Wales Street.
Bailey, R. P., St. John's.

C
Case, Mrs. S., St. John's.
Case, Mr. C. (card), St. John's.
Case, Fred. (card), St. John's.

Carroll, Mrs. Lawrence, Water St.
Campbell, Mrs. S. (card), Bulley St.
Cardwell, Miss G., Military Rd.

Cranford, Mrs. James, Genl. Delivery.
Champion, Mrs. Henry, Young St.
Champney, Arthur W., C/o General Delivery.

Couras, Mrs., Freshwater Rd.
Crocker, Mr. Louis, West End Stand.
Colford, Mr. A., Burton's Pond.

Cox, C. Rhodes, C/o Genl. Delivery.
Cumber, Jas., St. John's.

Day, Mrs. M., James St.
Dawley, B. A., Allendale Rd.
Davis, Mrs. Mark, Late Grand Falls.

Dawe, Mr. and Mrs. Wm., Allam Sq.
Drew, Miss E., P. O. Box 123.
DeGush, Mrs. Thomas, George St.

Driscoll, Miss Jane, McNell St.
Dunphy, Mrs. Eliza (card), New Gower St.

Duncan, Mrs., C/o Mrs. Reid (West End).

E
Evans, Miss Flossie, St. John's.

Earle, Miss Maud, C/o Genl. Delivery.
Egan, Miss, Duckworth St.
Elliott, Mrs. S. F., Genl. Delivery.

F
French, Mr. John, King's Rd.

Fleming, Mrs. Minnie, St. John's.
Field, Miss Fanny, St. John's.
Fillyer, Miss Ada M., New Gower St.

G
Green, Mrs. Wm., Stephen's St.

Goodyear, Mr. D., Hamilton St.
Gilliam, Miss Mary, Williams' St.
Gill, Mr. Noah W., Pennywell Rd.

H
Hartery, Miss B., Hamilton St.

Hart, Mr. Jos., Duckworth St.
Halliday, T., Nagle's Hill.
Halliday, Mrs. Wm., L. P. Road.

Hanson, Mrs. Geo., King's Rd.
Hawco, Albert, C/o Ayre & Sons.
Hynes, Miss Mary, Gower St.

Hynes, Mrs. A., St. John's East.
Hickey, Michael J., St. John's.
Hedder, John C., Monday P. Road.

Holloway, Mr. W., Harvey Rd.
Holmes, Mrs. Willis, C/o G.P.O.
Hussey, Mr. and Mrs., St. John's.

Hussey, Stanley, C/o West End Taxi.

I
Ivany, P. O. Box 45.

J
Jackson, Frank, New Gower St.

Jacks, Frank, New Gower St.
Jamieson, Mr. and Mrs. Charles, St. John's.

Joyce, Matthew, Nagle's Hill.
Joy, Wm. J., South Side Rd.
Johnson, N., St. John's.

K
Kennedy, Miss Lizzie, Military Rd.

Keabger, Mrs. J., — St.

Kelloway, Miss Mabel, St. John's.
Kennedy, Ed., P. O. Box.

Kelley, J. F. (card), St. John's.
Kelley, W., Brazil's Sq.

Kirby, Charlie, C/o G.P.O.
King, R. R., P. O. Box 360.

L
La Cortas, La Cortas Store.

Langer, Mr. and Mrs., Goodview St.
Learnmouth, A., Balsam House.

Leamey, Mrs. Mary, Military Rd.
Lidstone, A., Springdale St.

Limie, Mrs. A., St. John's.

M
Marlin, Miss M., Brazil's Sq.

Mal, Mr. George, 227 New Gower St.
Malone, Mrs. Thos., Carter's Hill.

Marshall, M., Allendale Rd.
Martin, N. M., Cokstown Rd.
Matchless, A., St. John's.

Myers, Martin, G. P. Office.

Melgers, C. Oakes St.

Mercer, W. R., St. John's.
Miller, Mrs. W., St. John's.

Morrell, Miss Mary, Barker Rd.
Moulton, Miss B., Mount St.

Molloy, Miss M., New Gower St.
Morrison, Mrs. P. L. P. Road.

Murphy, Miss Kate, Bannerman St.
Murray, J. O., C/o P. O.

Murphy, Mrs. John, Warbury St.
Maley, Mrs. (R.C.), Nagle's Hill.

N
McCarthy, Miss Maggie, St. John's.

McCarthy, Miss Mary E., Cochrane St.
McDonald, Mr. A., Querrymount Rd.

McGrath, Mr. C., St. John's.
McKay, Miss M. F., Cor. Wm. and George St.

McKay, Mrs. John, Duckworth St.
MacLeod, Mrs. N. A., Late G. Brown- ing & Sons.

McNevin, Mrs., Water St. West.

N
Newman, Miss M., Flower Hill.

Nicholas, Mrs. A., McDonald St.
Noseworthy, Mrs. E., Cabot St.

Noseworthy, N., St. John's.
Noseworthy, Mrs. J., Lane St.

O
O'Brien, Mrs. Ellen, Bond St.

O'Dwyer, Miss H., Queen St.
O'Neil, Miss M., St. John's.

O'Keefe, Capt. Wm., Freshwater Rd.
Oke, Mrs. R., Gower St.

P
Parker, Wilfred T., St. John's.

Parsons, Mrs. Wm., G. P. O.

Pearce, Mrs. M., LeMarchant Rd.
Pelley, Mrs. Sidney, C/o Genl. Delivery.

Pelley, Miss Sarah, Rennie's Mill Rd.
Pence, Mr. Alex., Prince's St.

Pelley, Miss B., Water St.
Perry, Mr. and Mrs. John, Codner's Lane.

Pike, Mr. Reuben, St. John's.

Pike, Miss Alma, Brazil's Sq.
Phillips, Mr. John, C/o Genl. Delivery.

Piercy, Mrs. R., Cookstown Rd.
Pynn, Mr. and Mrs. Fred., St. John's.

P. O.
Power, Thos., Late Curling.

Powers, Mr. and Mrs., St. John's, Nfld.
Porter, Miss S., Bond St.

Porter, Miss M., Boyd's Lane.
Power, Miss F., South Side Rd.

Power, Miss F., New Gower St.

Q
Quinton, Chas. (card), St. John's.

Quigley, George, Quigley's Lane.

R
Ryan, John R. and P. J., St. John's.

Renwick, J. G., Balsam Place.

Reld, Mr. A., Pennywell Rd.

Rockwood, Mr. Thos., C/o G.P.O.

Rogers, Mr. and Mrs. Noah, St. John's.

Ross, D. Foster, St. John's.

Russell, Miss M., Duckworth St.

Russell, Miss Mary, C/o G.P.O.

S
Stagg, Miss A., 157 — St.

Sparkes, Mrs. Geo., Late Topsall.

Shepard, Miss M., C/o G.P.O.

Stevens, Mr. and Mrs., Hayward's Ave.

Sheppard, Mr. Harvey, Field St.

Sheppard, Mr. Wm., Lime St.

Stevenson, Miss K., Genver St.

Simmons, Mr. R., Alex. St.

Scriekland, Miss R., John St.

Schow, Mrs. John, Henry St.

Scott, W. J., C/o G. P. O.

Sullivan, Mrs. James, Gower St.

Smith, Mr. Wm., Beaumont St.

Steward, Miss B. (R.C.), Rennie's Mill Road.

T
Taylor, Mrs., C/o Post Office.

Taylor, W. J., Spencer St.

Tavago, Miss Mary, Signal Hill Rd.

Taylor, Jack, Balsam Place.

Trenchard, Miss M., Duckworth St.

Thibbs, Miss Stella, Brazil's Sq.

Tilly, Mr. Thos., Forest Rd.

Tobin, Miss Mary, Murray St.

Thompson, Robert, St. John's.

Tobin, Mr. R., St. John's.

V
Vincent, Mrs. P. J., Water St. West.

W
Warren, Miss C., C/o R. G. Reid.

Walsh, Miss L., Cor. Mcgrave and Gower St.

Walsh, Mrs. A., Hamilton St.

Watson, Mr. A., Late Bonne Bay.

Walshe, Mrs. M., Duckworth St.

Walsh, Mrs. A., Allendale Rd.

Walsh, Mrs. P., Nagle's Hill.

Way, E., Allendale Rd.

Webber, Capt. Chas., St. John's.

West, Mr. E., Henry St.

Whills, Miss J., Burton's Pond.

White, Miss Lizzie, Queen's Rd.

White, Constable C., St. John's.

Sir Wm. Coaker Explains Government Relief Policy

(Continued from page 1.)

the time I would have insisted on the A.N.D. Co. employing the men themselves which would be far better for obvious reasons. Our principal reason for not letting them sell to the A.N.D. Co. would be that if the A.N.D. Co. were in need of wood, instead of allowing them to buy it, I would make them cut what they wanted; thus they would be able to give a lot of employment without the government having to do it.

MR. WINTER—But if the A.N.D. Co. were badly in need of wood they could get it ordinarily, could they not?

A.—But they did not want to do that; they wanted to push the matter of employing men over on the Government and save their own wood.

Q.—But did not the government themselves, who knew of these matters, sell to the A.N.D. Co. the stocks they had on hand?

A.—Yes, because they were driven to it apparently.

Q.—Why?

A.—Because they could not sell elsewhere. During the present year permits were given by us to cut the wood; but we have permitted no one to cut the wood who would sell to the A.N.D. Company—and we gave those who not permits to understand that—for the reason that we wanted the A.N.D. Company to cut their own wood and to give employment in their own way.

Q.—I do not see if the matter of major importance was the employing of men why you should discriminate?

A.—If we let these people sell to the A.N.D. Co. the A.N.D. Co. would not have to employ men for this extra work and it would not decrease the unemployment problem anything.

Q.—Can you explain why the A.N.D. Co. was so short of wood?

A.—Because in 1919 they could not get men to cut wood. The Company always cut their supply a year ahead and at that time their stocks were low. There were many difficulties in the way. Laborers were very scarce and wood was very expensive. The A.N.D. Company were short of wood to operate their mills. There never was a time when wood was so short since they have been running their mills as in 1920. Their piles were exhausted.

Q.—And they were paying a high price?

A.—Yes.

Q.—And you did not allow the fisher men who were cutting wood to sell at a fancy price to the A.N.D. Company and they had to sell where there was no high price?

A.—It was in 1920 they wanted wood.

Q.—Do you mean that the Company filled all their requirements that Summer?

A.—We had this wood on the market in the Spring. It was cut in the winter of 1921 and if they wanted the wood we would have been only too glad to let them have it. They had all the wood they required in the Spring of 1921.

Q.—Where did they get that wood from, the wood they had in 1921?

A.—From their own limits. In 1919 they wanted 1,800 men and they could only get 350 to go logging. It must be remembered that in that year fish was from \$12 to \$14 a quintal and men did not want to go in the lumber

woods because it was more profitable for them to be engaged at fishing.

Q.—Mr. Dawe said here that he sold wood for \$16 a cord just before those contracts were made to the A.N.D. Company?

A.—I would not doubt that. That would be in the Summer of 1920.

COM.—During the latter part of 1920 wood might have been sold for \$16 a cord might it?

A.—Yes.

MR. HOWLEY—Mr. Dawe said that he sold wood at \$15.50 and that he would have sold wood later at \$16 but could not get a permit to do so.

WITNESS—I do not know why he could not get a permit; but there must have been good and sufficient reasons and that matter would have been decided upon by the Executive.

MR. WINTER—If it was considered by the Executive, would it be possible to find the correspondence in relation to the matter between Dawe and the Executive?

A.—I daresay it could be found.

COM.—Here is what Dawe says in his evidence: "We sold at 31 dollars a thousand f.o.b.", and then he says "He tried to sell some more at 32 dollars but could not get a permit to do so and son on."

MR. WINTER—Do you remember anything yourself specifically about that, Sir William, because Dawe says he asked you several times for a permit and that he was refused?

A.—There was no special reason for refusing him; but on general grounds he was refused. For instance, he asked for permission to cut a lot of wood at White Bay, where he had a mill. If permitted him to operate where he

wanted to cut, the whole timber area there would be quickly devastated. I was opposed to him cleaning out the timber in that region at the expense of the people there. Dawe would not care how he cleaned it out, as he was out for making money.

That would not appeal to me on general grounds; but I cannot remember new exactly what the details were at that time.

Q.—Of course these reasons did not appeal to you afterwards because "other people were allowed to "clean out," as you call it, the forests in other districts?

A.—I would not be in a position then as I was not Acting Prime Minister, but, if I had, I would have fought against it.

MR. WINTER—In January, 1921, a number of contracts were drawn up under which contractors were permitted to cut and export certain quantities of wood up to a certain number of cords and the contractors were compelled to make a bona fide attempt to sell it. Do you remember whether that matter was ever discussed by the Government?

A.—Yes.

Q.—Do you remember whether any body actually sold any wood cut in that way outside?

A.—I do not recollect any.

Q.—Dawe told us that he endeavored to sell in Montreal. Do you remember anything about that?

A.—Yes.

Q.—And the Government had to take it over after?

A.—The Government were anxious that these parties could have sold their wood; but eventually they were compelled to take the wood and sell

it.

Q.—Do you remember the price the Government gave for that wood?

A.—I think it was \$5 a cord; I am not clear on that.

Q.—But for the best wood I think \$6 was got for 8 foot lengths?

A.—That may be.

Q.—Have you any personal knowledge of the state of the foreign markets for wood in 1921?

A.—I do not think the demand was great, because we were trying to sell this Government wood and failed to do it. That wood was cut in the winter of 1921.

Q.—Who was trying to sell it?

A.—I suppose the Department of Agriculture and Mines. The matter was discussed by the Executive, and they used every effort to sell.

Q.—Did you yourself have anything to do with that personally?

A.—Just as a member of the Government. We knew the consequences of having the wood alongshore and we knew that some of it was likely to be stolen.

Q.—Do you know what suppliers were approached?

A.—I cannot remember; probably that information would be furnished you by the Department of Agriculture and Mines.

Q.—Did the try and sell to the United States and Canada?

A.—The were trying to sell to England and the States and locally too.

Q.—The next year more contracts were made, were they not?

A.—Yes.

Q.—And a great deal more wood was cut?

A.—Yes.

Q.—And a printed form or contract was adopted. Do you remember that?

A.—Yes.

Q.—Was that discussed by the Government and accepted by them?

A.—Yes.

Q.—Were they allowed to sell under that contract?

A.—I do not think that that could be called a sale to the Government, because they were cutting for the Government.

COM.—It was very doubtful of it being a sale to the Government when the Government was paying them 20 much a cord for cutting the wood.

MR. WINTER—What the Agreement says is diametrically opposed to that contention.

COM.—It may be material as to whose property the wood was; but the question is has the Government divested itself of the property in that wood?

MR. WINTER—That is the legal effect of it.

COM.—Therefore, if it was the Government's wood, they could not buy their own?

MR. WINTER—Clause 8 of the Agreement reads: "Nothing herein contained shall be construed as meaning that the said pulpwood is being cut for the Government, the true intent and meaning being that the same is to be cut by the contractor for, and on account of his own business, the Government, however, undertaking to buy this pulpwood cut under this Agreement on full compliance with the terms hereof."

COM.—If the Government are buying they are buying their own wood.

WITNESS—I never said that the Government had parted with the wood.

MR. WINTER—Perhaps, Sir William can explain why that clause was put in the Agreement?

A.—The only reason that I know is that the Government wanted to leave the impression with the men that they were cutting for the contractors, and, therefore, would do better work and give better returns.

COM.—But it was the Government wood, first, last and always, was it not?

A.—Yes.

MR. WINTER—Really the contractors were cutting the Government wood for the Government at so much a cord?

A.—Yes.

Q.—Do you remember what the Government paid?

A.—\$5.50 for rind and peeled wood and \$3.50 for rough peeled.

Q.—Originally it was \$5 and then 50 cents was added?

A.—Yes, because the people were not able to keep themselves alive at the \$5 rate or cutting the wood and it was decided to allow the contractors an extra 50 cents a cord on condition that the 50 cents went to the men who were actually doing the cutting.

MR. WINTER—Was that 50 cents additional or four foot lengths clean peeled wood?

A.—Yes.

Q.—Whereas the year before the Government paid \$5 for eight foot lengths?

Q.—Can you explain why it was less the second year?

A.—Because it was expected to get less or it was difficult to sell the wood and there was no chance of getting that price the second year. Therefore, with a big lot on their hands, the Government took the precaution of getting as much as they could for the

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ST. JOHN'S, NEWFOUNDLAND, TUESDAY, FEB. 26th., 1924.

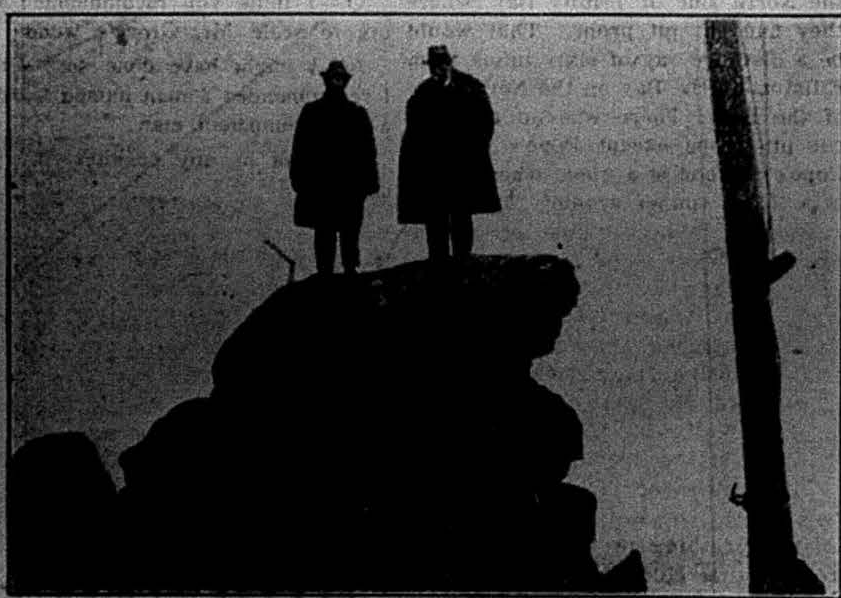
Sir Wm. Coaker Reviews Recent Visit Abroad

Describes the Magnificence of "St. Peter's," Rome; and Passes on to Beaumont Hamel, Where Newfoundlanders "Went Forth to Death, Unflinchingly."

The Castle of St. Angelo is the finest tomb in Rome. Here Hadrian's bones rest. It is 240 feet in diameter, being round, and 165 feet in height. It was built by Hadrian in 130 A.D. It contains the remains of Hadrian's adopted son, Aelius Caesar, Antoninus Pius, Marcus Aurelius, Commodus, Septimus, Severus and Caracalla. The sepulchre was closed 217 A.D.

In 423 A. D. Honorius converted it into a fortress. Galileo was imprisoned here in the Middle Ages. The bridge across the Tiber facing the Castle is called by the same name as the Castle, and was built by Hadrian. It is in good condition in spite of its 1800 years of use.

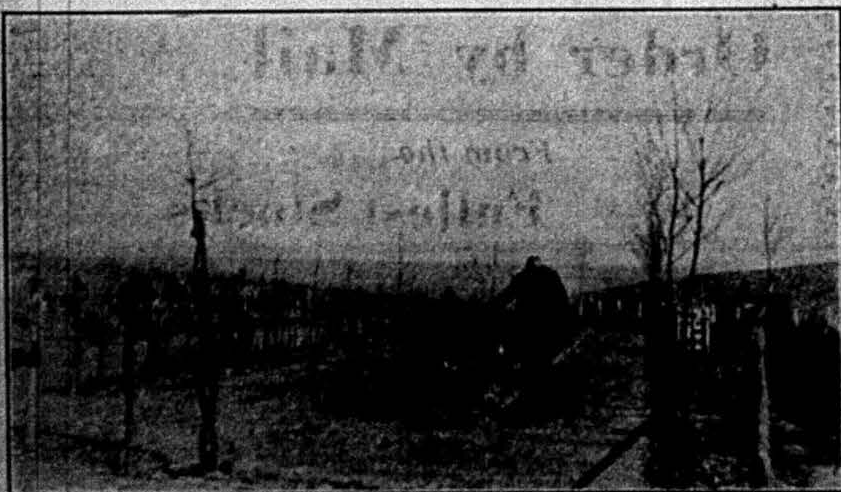
We spent several hours at St. Peter's. It is without



The base of the Caribou Memorial to Nfld. Soldiers at Beaumont Hamel.

doubt the finest church edifice in the world. Its magnificence cannot be described in words.

St. Peter's stands upon the site where St. Peter was crucified and buried. The site in the days of Nero was occupied by a circus named after Nero. Here many of the early Christians were martyred. Constantine erected a church on the site which fell into decay. Pope Nicholas V. determined to rebuild it in 1447, and thus was laid the foundation of the present glorious edifice. It was designed in the shape of a Greek Cross. The celebrated Raphael altered the design to a Latin Cross. Michael Angelo altered the plan to a Greek Cross and added the Dome and facade. The ball and cross was erected in 1593. Carlo Madama, the architect, of Pope Paul V., 1607, prolonged the nave, and again the edifice returned to the shape of a Latin Cross.



One of the cemeteries of the Newfoundland Park. Showing Sir W. F. Coaker standing over the graves of two Nfld. soldiers.



The Forum, Rome; the white ground being snow. The path is a portion of the Sacred Way.

In 1626 the edifice was dedicated by Pope Urban VIII. The building of the edifice therefore occupied 176 years, extending over the reigns of 26 Popes, and 15 architects were employed on the designs during that period. The interior of the edifice is still unfinished, and each Pope since Urban VIII. has made some improvements in the interior of the edifice. When I was there recently portions were scaffolded, and workmen were doing some new polishing work on some pillars, hitherto unfinished.

St. Peter's contains about 400 statues, 30 altars and the remains of 135 Popes. It is about 100 feet longer than St. Paul's, London. We were shown the tomb of St. Peter, where the remains are enclosed in a golden casket, also the Treasury where countless robes, golden cups decorated with precious stones, abounded. I estimate the value of the robes and other articles in the Treasury as worth \$50,000,000. No pen can describe the grandeur of St. Peter's, or its Treasury. If ever either is destroyed it would be impossible to replace them. The world does not to-day possess ability enough to replace St. Peter's. May it escape all dangers, for it would be the greatest crime perpetrated in history against edifices to injure it even to the smallest extent. The value of the possessions of the Vatican must reach the figure of \$250,000,000. The paintings, sculptor, furniture, gifts of gold inlaid with precious stones almost astound the visitor. Once dispersed, such a display could never again be produced. It contains the wealthy gifts of all nations for 1800 years.

One beautiful spot is the Protestant Cemetery in Rome, situated near the gate of St. Paola. It is a beautiful spot enclosed by a wall. It contains the graves of the poets Keats and Shelley, also A. W. Hane, the writer, Gibson the Sculptor, Symonds, William and Mary Howlett, R. M. Ballantyne and other famous Englishmen.

During our stay at Rome the hills and streets were covered with a fall of three inches of snow, an occurrence that is rare. The last snow seen at Rome was in 1910. The air was extremely cold and one would think he was in Newfoundland in early January.

We visited some fish dealers and were pleased to know that Rome was becoming a salt fish distributing centre. Our shipment per "Blaafjeld" was sold to a firm at Rome. Our stay was far too brief, but I had work to accomplish and had to move on.

We were soon enroute for Paris, which is about 35 hours' journey by fast express from Rome. I noticed a strong ill feeling amongst Italians against Greece and France. The feeling against France exceeded that against Greece. The Premier of Italy, Mussolini, has accomplished a miracle for Italy. All appear to recognize him as the saviour of his country. The people appear to realize that it is their duty to work with him and support his policies. There are no communists now to be heard. All pay their taxes without grumbling, and a big effort is being made by all to place Italian Exchange on a satisfactory footing. Recently the Italian lira stood higher than the franc, the first time since the armistice. Mussolini will play no second fiddle to France, and the Italians rightly or wrongly place the same construction upon Poincare's policy, as the allied world did upon the policy of the Kaiser in 1914-18.

The taxation in Italy and Greece is staggering. They collect a tax in Italy upon everything one possesses, which is called a war tax. Even a man's watch has to be valued and taxed. The soldier who took part in the war escapes paying the war tax.

In Greece last year the Military Government raised fifteen million of pounds Sterling by taking half the wealth

possessed by certain institutions and persons. For instance, the banks lost half the value of bank notes. I was surprised to find notes in circulation which had been cut in two. A 1000-drachma note cut in two, was worth to the holder 500 drachmas, the other half having been taken by the government and used in circulation as 500 drachma. It was a severe wrench to banks and all possessing wealth; but as Greece was prevented by its Foreign Control Commission (which was established many years ago to ensure collection of interest on foreign loans made to Greece) from issuing paper currency, and loans, foreign or local, were impossible to secure, she did the next best thing and obtained £15,000,000 or about \$65,000,000, for which she pays no interest.

France is now making a strong effort to restore her exchange at least to where it was before the Ruhr experiment to make Germany pay was made. The franc then was about 60 to the English pound. It is now about 100, consequently it depreciated one-third of its value of a year ago. The first real effort by France since 1914 to make two ends meet is now being made. The prohibition of certain foreign goods is also proposed. This then is the outcome of the mad policy of France in the Ruhr, put into operation as soon as Poincare's policy of killing Lloyd George had succeeded by the smash up of the Coalition Government in Britain.

I found every man working in France and no unemployment, because every one available was required to replace the destruction caused by the Germans. I travelled over scores of miles of the war zone, and was amazed by the progress made since my last visit in 1921. At least one-third of the war destruction has been replaced by modern towns with brick buildings. Hundreds of thousands of men are engaged in restoring the destroyed towns and villages. At Beaumont Hamel three years ago not one building could be found. To-day, more than one-third of the village has been restored. The French war zone will in ten years be the richest, most modern and most densely populated portion of France.

We motored from Paris to Beaumont Hamel, about 200 miles of a splendid road. It was a frosty, raw, windy morning. The ground was frozen to a depth of three inches. One would imagine he was in Newfoundland on a wintry day. The whole park is nicely and substantially fenced. The mound which has been built to represent a Newfoundland hill, is one of the most remarkable monuments in the war zone. Large blocks of rock piled tier by tier form the skeleton of the hill. Soil covers portions of the surface in which spruce and other trees and plants have been planted.

The photo accompanying these notes will show the hill and give a bird eye's view of the park. The cemeteries are also shown. The Bronze Caribou was not placed into position on the rock where I am standing in the photo. It was in its packing case nearby. I understand it is the intention of the Exhibition Committee to have it taken back to London to adorn the entrance of the Newfoundland pavilion on the exhibition grounds. It is a magnificent piece of art and will be a unique monument in the War zone. The idea of placing a bronze caribou on the summit of the mound was appropriate and well considered. Nothing could be more suitable and appropriate. The park enclosure remains exactly as it was at the finish of the War except the rearrangement of the memorial plots. The trenches, wire entanglements, ravine, shell holes, are just as I saw them in 1919, three months after the armistice. The graves are tastefully laid out, but no gravestones have yet been erected, which is much to be regretted. Roads have been constructed throughout the park.

(To be continued)



At the Forum, Rome. The centre figure is Mr. C. Murcell.

NOTE!

Space today prevents us from publishing any account of this morning's proceedings of the Enquiry, which we hope to do tomorrow. Three witnesses were called this morning, Mr. William Noel of the Department of Agriculture & Mines, Mr. H. A. Russell of Port Union, and Mr. Watson.

LOYAL F.P.U. COUNCILS EXTEND WARM WELCOME TO PRESIDENT

(Special To Advocate)

Sir W. F. Coaker, St. John's.

SALVAGE, Feb. 25.—We extend to President Coaker once more welcome on his return to the land of his birth.

(Sgd.) LOCAL COUNCIL.

(Special To Advocate)

Sir W. F. Coaker, St. John's.

CHANGE ISLANDS, Feb. 25.—We welcome you on your return. We wish you could join us in our annual parade, Tea and Ball to-day.

F. P. U. COUNCIL.

Salvage Council Tenders Sympathy To Bereaved Ones

(Special To Advocate)

Sir W. F. Coaker, St. John's.

SALVAGE, Feb. 25.—Please publish this as a token of sympathy for bereaved ones of those who lost their lives on the schr. "President Coaker". May their souls rest in peace and may God protect those who are left to mourn their sad loss.

(Sgd.) LOCAL COUNCIL.

OBITUARY

JOSEPH F. ROSS

Mr. Joseph F. Ross, well-known to the theatre-goers as a musical entertainer, died at his residence, Barnes Road, last night, after a very brief illness. In fact Mr. Ross's death came with startling suddenness as he was about town in his usual health a couple of days ago. Death resulted from congestion of the lungs.

Deceased was a Canadian by birth, and first came to this country about 15 years ago. He played drums and effects at the various shows, and at the time of his death was employed by the Star Movie. Some years ago he underwent a very heavy operation at Montreal, and since then his health has not been robust. He was of a very genial disposition. His early death will be regretted by a large number of friends. Deceased leaves a widow (nee Miss May Ryan) daughter of our well-known fellow-townsmen, Mr. John Ryan. Four children are also left to mourn, one an infant in arms. The funeral takes place tomorrow at 2.30 p.m. from his late residence, Barnes Road.

On Feb. 2, a gloom was cast over the home of Mr. and Mrs. Joseph Miller, of Traytown, when their daughter Lenora, aged 4 years, departed this life; and on the 13th, a boy, Elan, a year old.

It was hard to the parents and also the little ones to have two carried out in about two weeks, but we must rely on that hymn which says

"Thy way, not mine, O Lord,
 However dark it be;
 Lead me by Thine own hand;
 Choose out the path for me.
 Smooth let it be or rough,
 It will bes till the best,
 Winding or straight it leads
 Right onward to Thy rest."

WILLIAM JNO. IVANY.

Trayton, Feb. 15.

If any subscriber does not receive his paper regularly please send in name, address and particulars of same so that the matter may be rectified.

Sir Wm. Coaker Explains Government Relief Policy

(Continued from Page 3)

tract was assigned to the Union Trading Company?

A.—Yes.

Q.—Is it correct that the contract was really made with the Union Trading Company from the beginning?

A.—No, it was really with Kearley.

MR. WINTER—It was in Kearley's name.

COM.—How long after the contract was made was the assignment made?

A.—Very promptly after.

COM.—But when he took the contract it was with a view to its being assigned, and to all practical purposes I imagine the Company were the contractors. There are a number of names in those telegrams that you sent to Dr. Campbell, asking for contracts for those men, and Kearley's name was mentioned in one of them?

A.—That was a recommendation on behalf of Kearley to the Minister of Agriculture and Mines.

COM.—But for all practical purposes that contract was with the Company?

A.—Yes, but might I explain why it was given to those men. The reason that we wanted the contracts in the names of these men was that we felt that if contracts were issued in the name of the U. T. Co. we would not have the chance of getting as good returns as would be got from the individual contractors. If the contracts were in the name of the Company the people who were cutting the wood would say that the Company would be able to put up with any losses and they would be indifferent about their work. Whereas, on the other hand, they would exert themselves more to carry out the contract for the individual contractor. The contract for Leading Ticks was recommended by the members for that district. We had no desire to go into that contract; but the people were in bad circumstances and could not see a way to live and we had to use our best endeavours to alleviate them, and undertook that operation. There are a considerable number of Union fishermen and their families living at Leading Ticks.

MR. WINTER—There are a number of other men mentioned in those telegrams who got contracts. For instance, William Brown of Savage?

A.—The same conditions applied to him.

MR. WINTER—And G. J. Pritchell, Middle Brook?

A.—No, he was not one.

Q.—But it was at our request?

A.—That may have been a recommendation, as it was in Bonavista Bay.

Q.—Mr. H. A. Russell, I think he was your Assistant Manager?

A.—Yes.

Q.—And Nathan Winsor, Westville. He got a contract?

A.—Yes, he is our man also.

Q.—And Samuel Yetman, Southern Bay?

A.—And he is our man.

COM.—What about Groves?

A.—He is our man, too.

MR. WINTER—You said that contracts were given in the names of those individuals so that people would not know the Union Trading Company in the matter, because if they did they would not give as good a value in work?

A.—We wanted to get the best returns possible and we knew that by putting the contracts in the names of individuals that we could get better returns from the men than if we put the contracts in the name of the Company.

Q.—But did not the workmen ask if these individual contractors were officials of the Union Trading Company?

A.—They knew without asking. They knew those men personally and those contractors could exercise a wonderful influence in getting things done as they should be done.

Q.—But do not you think that the people thought that the Union Trading Company had a big influence with the Government?

A.—Yes, every believes that, and for the past ten years newspapers, politicians and nearly everybody else have acknowledged that fact, so that you surely would not blame the fishermen for saying it too.

MR. WINTER—Well, in the end, Sir William, the Company did not do so well on the contracts, after all?

A.—We are out money on the contracts.

Q.—In what way exactly would that idea in the people's minds affect the contracts? They would not cut as much wood?

A.—They would not.

Q.—As in Government work?

A.—They would not exert themselves in the same way.

Q.—Then if they did not do that, they would not make as much money?

A.—But they had the advances in advance. They were paid for all the wood that they cut. Each man had, so many dollars for himself and so much for his family. This was advanced before cutting a stick.

Q.—But you sent some provisions to them?

A.—Yes. The men were sent cutting wood after they had supplies advanced for this purpose.

Q.—Who advanced those supplies?

A.—Each of the individual men who had charge of these operations.

Q.—That is to say, the Union Trading Company?

A.—The Union Trading Company of course, advanced goods to the individual men in charge of the operations, and they advanced them to the men.

Q.—Then the Union Trading Company advanced the goods to the men through the contractor?

A.—Yes.

Q.—The Government, not the Union Trading Company, advanced money for a number of contracts?

A.—Yes.

Q.—I think they advanced fairly large amounts?

A.—Yes.

Q.—What was that done for?

A.—For payment of goods that were sent out. Because we would not have sent out fifteen or twenty thousand dollars worth of goods to go to the woods, if we had to wait until the next May or June to get paid for it, or unless we knew that we would get advances against the wood that was going to be cut.

Q.—Were advances given in every case?

A.—So far as I know, I know every contract. I knew they had to get advances.

Q.—The advances were made by the Agriculture and Mines Department?

A.—Yes.

Q.—Was that a Government matter or merely a matter in the Minister's own discretion?

A.—I think that it would have been discussed with the Executive.

Q.—Do you remember if that was actually authorized by the Executive?

A.—It may have been authorized by Council. The Minister would tell Council what he was doing, and get the advice of Council or the advice of the Prime Minister.

Q.—Was anything discussed—decided as to the proportion that should be advanced?

A.—I think that was discretionary with himself.

COM.—The contract itself—did it not provide for payments in advance?

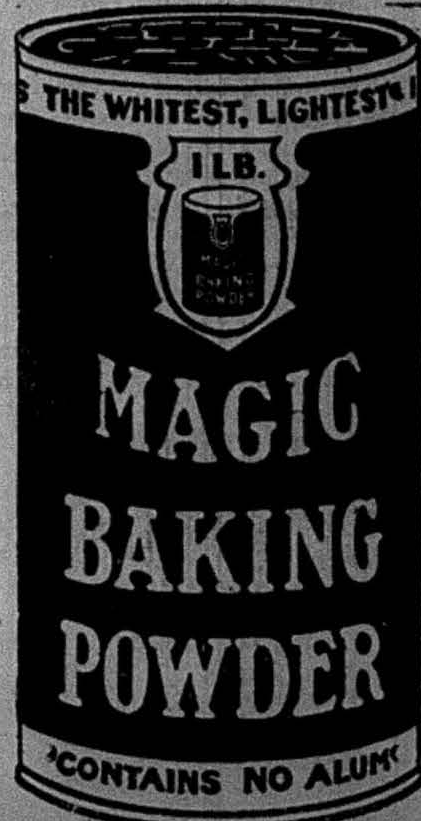
A.—I do not think it does.

Q.—Let me see what it says.

MR. WINTER—I do not think so.

COM.—(Reads paragraph from contract.) That gave him some power of advancement. The Minister did not have to get any final settlement of the amount before he began to pay. I do not know whether there was any figure determined by the Government at any time. Do you know whether there was?

A.—As far as I know the Minister always consulted either Council or the Prime Minister. I know many an occasion that he spoke of the matters to Council. From my own conversations



with him I judged that he would always take the matter up with the Prime Minister as to whom advances should be made to.

Q.—Advances were made to these men. Were those advances made merely on application to the Minister, or were bills rendered?

A.—I should say that what they did was to tell him that they had sent goods to certain places for these operations and that they would like to have an advance in part payment.

Q.—Take the Brown case. He was advanced \$1500.00 and \$1750.00.

A.—I think those were paid when I was out of the country. I don't think they were paid when I was here.

Q.—There was only \$1462.50 worth of wood produced there, so that there is a balance of \$787.50 still due the Department. That is so?

A.—I do not know that. That is a matter you would have to take up with Mr. Russell.

Q.—Now, there is Russell himself. He also had an advance on the contract of \$2250.00 made, and \$1410.00

worth of wood produced. That would leave \$840.00 due?

Q.—That contract was in Freshwater Bay, is it not?

A.—Yes.

A.—He had a guarantee from the member for the district that whatever advances were made on that operation would be covered by the Government. It was pure and simple relief.

COM.—I do not know what authority a member had to make such a guarantee unless it was a personal guarantee.

A.—The members of the districts at that time were given control of the districts by the Government in connection with relief operations. The Government took their advice, and they had a lot of power.

Q.—We have had evidence that the Minister went to the Members of the districts for advice, but it is quite another matter giving them control.

A.—They practically exercised control at that time—all the members over their own districts.

Q.—All the members?

A.—All the members of the House of Assembly.

Q.—You mean they determined what advances should be made?

A.—For instance, take the District of Port de Grave. Sir John Crosbie would get a six thousand dollar cheque, and deposit it to his credit at the Bank, and then he would go to his district, and as he found a man that needed relief he would give him a cheque.

Q.—We are dealing now with these people who had contracts for cutting wood. It is a very different department of relief where there was no wood to be cut. But with relation to these people who had contracts to cut wood you say that they got advances on some guarantee from members of the district that, whatever was the result of the cutting, they would not have to repay the advances.

A.—There is a letter that I have here that I can give you in connection with these operations at Freshwater, a letter from a constable who made inspections.

Q.—Do not let us get away from the question. I want to know about this guarantee. Russell is a man who had got \$2250.00 paid to him, while his total wood cut was only \$1410.00.

A.—We did not get credit for all the wood that was cut there.

Q.—But supposing there was only one dollar shortage. I understood you to say that he was given a guarantee that whatever the shortage was the advances would not have to be returned.

A.—The guarantee was given to cover cost of the operation and against any loss to us on the transaction.

Q.—Is it in writing?

A.—I can't tell you that. Of course I would be one of the members.

Q.—I want to see what authority there was for that guarantee?

A.—In that operation at Freshwater there would not have been one dollar sent there if there was no guarantee. There were only 8 persons in a population of two hundred voters that were provided for the winter the others had to be relieved either by giving doles or by getting some work for them to do which would give returns. Of course I objected to the dole. Supposing they were shovelling snow it would be better than giving them the money for nothing.

Q.—I would still like to have some information on this alleged guarantee?

A.—I do not know that there was any authority given by minute of Council.

Q.—Or by anybody. Except that a member for the district says, the Government will pay, or the Government will not sue for these amounts advanced. I guarantee that. I do not quite know how a member can do that unless it is out of his own pocket?

A.—They would not have done that.

Q.—They were not dealing with their own money.

MR. WINTER—Has the Department ever requested payment of these balances?

A.—I think so. We put up the position of the guarantees and that is where the matter ended.

Q.—And you take the position now that this money is not due the Government?

A.—No, because we did not get credit for all the wood that was cut.

COM.—There may be a dispute as to the figures given by Mr. Turner, they are not conclusive. You dispute his figures, and in that case you say there is wood cut for which we have not had credit?

A.—Yes.

Q.—But in the Brown case, I think you agree to the figures there?

A.—There was no guarantee given Brown, and no guarantee given Kearley.

MR. WINTER—Where did Russell operate?

A.—Freshwater Bay, ten miles from Port Union.

Q.—Is that a populous place?

A.—It is in the suburbs of Bonavista. There are in the different coves about eleven or twelve hundred people.

Q.—Is it because they were voters that they got work?

A.—No, it was because of the size of the population, not the numbers of voters. It was not an election year, you know.

COM.—Oh, say year may be an election year.

MR. WINTER—Now then Winsor seems to have got a contract?

A.—I don't know.

Q.—Yetman.

A.—I don't know the particulars about that.

Q.—He had paid on account \$2250.00, and he cut 143½ cords of wood, worth \$789.00.

A.—Oh, supplies were given to the value of that full amount. That was a miserable turn out. The people absolutely refused to work at all.

Q.—Take that case. The Union Trading Company was advanced \$2250.00. Why was it advanced that?

A.—They were advanced that because they probably had three thousand dollars worth of supplies out. They were advanced \$2250.00 in part payment of the three thousand. You see the people all got supplies. They all came to get twenty or thirty dollars worth of supplies. Then they went to the woods for a day or two, and then they came back. We gave them more relief to see if they would start good again. They got a second lot, and I think they would go into the woods for a day and then come out again.

Q.—Do you say that that accounts for the small return?

A.—Yes.

Q.—Did you have any one there representing the Union Trading Company?

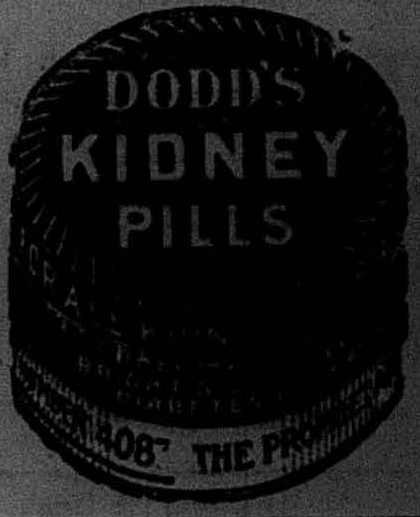
A.—Yes, we had Yetman. In — we have a store and Yetman was the agent. He would be there continually to look after these men. The men that were there I think were mostly Somerville men. It was a very poor place, and a very hard place to get wood.

Q.—Now, the last contract, Donald Groves. You say he was another of your men?

A.—Yes. He had a guarantee from the Department in connection with that operation. That was in Trinity Bay. I would not have control over that.

COM.—He had a guarantee from the Department in connection with that operation. That was in Trinity Bay. I would not have control over that.

A.—From the Department of Agriculture.



Q.—Have you got it there?

A.—There is a message to Mr. Halford about that matter, and here is the reply.

Q.—January 20th, 1922, from yourself to Hon. W. W. Halford. He was not Minister of Agriculture and Mines?

A.—No, he was the member for the district.

(Reads message).

MR. WINTER—Were the men getting \$2.50 a cord for this wood?

A.—That is what they went into the woods to cut it for. That would be away up in the woods, not by the salt water. That included cutting the wood and bringing it to the bank.

Q.—And you wanted to offer \$2.00?

A.—Then they refused the \$2.50 and threatened to leave.

Q.—And you suggested trying to induce them to stay by an offer of \$3.00?

A.—Yes.

COM.—Then you got this reply (Reads reply) What arrangements did you make with them?

A.—We were instructed to go ahead and give them supplies.

Q.—You were asked in this telegram to let the Minister know what you had done?

A.—The matter would be finalized from that time by Mr. Russell.

Q.—Have you got any communication showing what was done?

A.—I should say that there is some communication.

Q.—I should like to have seen it.

A.—I am just showing that for what was done there was some authority.

Q.—I should like to see the whole history.

MR. WINTER—Would Mr. Russell have that correspondence?

A.—He would know about the facts in connection with it.

Q.—In that case six thousand dollars was advanced to your Company?

Q.—Yes, but there was eight thousand dollars worth of stuff sent to Pope's Harbor. That is a place on the North side of Trinity Bay, where they had cut pit props. That would be a distance say of sixty miles from Elliston up the Bay on the North Side of the Bay. There was no place to cut pit props except Pope's Harbor. Pope's Harbor is a place where there is a lot of timber around. It has to be brought from an inland lake to the sea. These men were sent there because it was the only of that seventy mile section where it was possible to get pulpwood and there was no other way of getting employment. It is a matter that was pressed upon us, and we were really coaxed into it by the members of the district.

Q.—Members of Trinity District?

A.—Yes. And it was simply and solely something to keep the people from getting doles. It was not a place where any man would take a contract on commercial lines. It is too hard to get the wood out of Pope's Harbor, but we either had to do that or give out doles. We went as far as Little Catalina gathering men to work.

Q.—You said that the Union Trading Company advanced eight thousand dollars worth of goods. You mean to this place?

A.—To the men. To the man in charge of the operations.

Q.—That is Groves. But why did you do that?

A.—Because we had to do that. Because the winter was coming and the place was freezing up, and if the supplies did not go there would be nothing to feed the men.

Q.—But why should you advance such a quality. The money which you got from the Government did not cov-

er the amount of your advance?

A.—No. We expected to get a large quantity of wood. There were a lot of men there.

Q.—Then in every case the cause of failure was—

A.—In supplying the men and getting no returns. We had to give the men supplies before they were sent.

If you knew the conditions of things which existed at that time, you would understand why. Half the people had nothing to eat and nothing to wear, and we could not let them starve. All the contracts were issued late in the fall when provisions were brought to hand.

Q.—On Groves' contract there seems to be a balance due the Government of \$3,800.00?

A.—They have not given us credit for wood. The wood had to be collected and sent out to the salt water. But Mr. Russell will explain that to you. That would be a matter of over a thousand dollars.

Q.—What is being done about that?

A.—Well, the Department is negotiating about it with Mr. Russell. We are waiting for an adjustment. Let them get to work and adjust it.

Q.—Do all these figures appear in your books?

A.—Yes.

Q.—Which Mr. Russell will have?

A.—He has all those particulars.

Q.—If on this adjustment, it turns out that a certain amount is due the Government, and the Trading Company pays that to the Government, how will you come out generally?

A.—We will lose. We are out \$300.00 on it now. We have lost \$800.00 even with all the credits.

Q.—That is to say you have given out supplies worth \$800.00 more than the advances made by the Government?

A.—Yes.

Q.—You paid all the men, I presume, in goods?

A.—Some had goods, and some probably had cash.

Q.—You were paid \$2.50 a cord?

A.—We were paid more than that, but what we were paid did not cover half of what was advanced. Each man had received twice as much goods as they had worked for. The men did not work. They went into the woods and got their supplies. Then they went home and took it easy.

Q.—In that case who scaled the wood?

A.—Different scalers were appointed by the Department.

Q.—Were you not asked on several occasions to recommend scalers?

A.—Not in very many cases. In one or two.

Q.—I think you recommended scalers to scale Mr. Groves' wood?

A.—I might have done so. I think I recommended a man named Gardner, a very competent man.

Q.—Had he any position in your company?

A.—No he had a lot of experience in dealing with wood.

(Continued on page 6.)

Big Year's Gain

	1922	1923
Insurance Issued	\$ 9,528,850.00	\$13,840,920.00
Insurance in Force	34,460,044.00	42,175,180.00
Cash Income	1,430,823.81	1,699,840.33
Assets	4,789,562.74	5,472,666.94

Lower Expense Rate
Lower Mortality Rate
Higher Interest Rate
Higher Policyholders' Dividends

G. T. SOMERS President
A. H. S. MARKS Secretary
Dr. H. T. MACHELL Medical Director
H. R. STEPHENSON Gen'l Manager & Actuary
R. T. COUCH Treasurer
F. W. HILL Assistant Actuary

CROWN LIFE

INSURANCE COMPANY

C. J. CAHILL, Manager for Newfoundland.
J. P. BURKE, District Manager.

Law Chambers Office.

WHY SUFFER
With Indigestion

GAULT'S DIGESTIVE

Sir Wm. Coaker Explains Government Relief Policy

(Continued from Page 5.)

Q.—You recommended him because of his experience?

A.—Experience, and because he was a very competent man.

Q.—I notice that Gardner was a witness to the assignment of the contract?

A.—I do not know why.

Q.—How did he happen to be there?

A.—He was not an official of the Company. He had been a year or two before that. He had been at Port Union. He gave up his work and went home to British Harbor to live. I expect the contract was signed at British Harbor by Groves, and that is why he would be a witness.

Q.—There were a number of contracts entered into outside the regular ones on the printed forms. There was one contract with the A.N.D. Co. of October 2nd, 1921; do you know anything about that yourself?

I know there were several contract arrangements with the A.N.D. Company; I can't tell you one from another. I know there were several made; there was one made at Grand Falls when I was there with the Prime Minister and Dr. Campbell in connection with Curran at Glenwood and the Twin Lakes and Skull Hill. These were entered into while I was at Grand Falls.

COM.—These were the logging operations?

A.—Yes.

MR. WINTER.—There was another; October 2nd, 1921?

Q.—I knew nothing about that.

Q.—Then the A.N.D. Co. was buying from the government at \$7.50 per cord; I mention that because of what you said earlier that the A.N.D. Co. had sufficient for their own requirements; the Government did sell to the A.N.D. Co.?

A.—That would be for wood they had cut in 1921; they had cut that along the railway line; it was harder to them than the Bay. I suppose that would cover that contract. All the A.N.D. Co. contracts were submitted to the executive; they were very big matters.

Q.—And the government agreed to sell 20,000 at \$7.50 per cord. That was a good price, wasn't it?

A.—It was, that would be \$7.50 delivered at Grand Falls. Of course it all depends on what the freight was.

Q.—Do you remember how much wood the government had to fill the contract?

A.—I could not tell you that.

Q.—They did not have enough?

A.—No.

Q.—They had to stop the logging operations to start for Curran and those others you mentioned.

A.—I know that they had to start some operations but I don't know if they included those; they were always cutting along the railway line.

Q.—Then the A.N.D. Co. was in need of a large quantity of wood?

A.—So far as I know.

Q.—If the government agreed to sell 20,000 they must have needed it.

A.—They wanted all they could get.

Q.—That is just the opposite to what you said before. You said they had enough to fill their requirements.

for 1921?

A.—For 1921.

Q.—Were any negotiations undertaken by the A.N.D. Co. earlier in the year?

A.—I cannot tell you. In 1921 I spent a lot of time out of town and I would not have been at all the meetings of the executive.

Q.—This wood; was most of it pulp wood?

A.—Yes.

Q.—Here you have one of the biggest companies in the world; why were efforts not made—

A.—I daresay efforts were made but the arrangements could not be finalized. I am not aware that there were any specific efforts. I was complaining all the time; I was always grumbling as far as I was concerned and trying to get clear of the wood.

The A.N.D. Co. would not buy except what was along the railway line. If they bought the wood cut in Bonaville to day they would want it delivered at Botwood and that would not be feasible at the price of \$7.50 delivered at Grand Falls.

Q.—That was 1920?

A.—Yes. They did not want it so much in 1921; they had their own. Another thing the A.N.D. company did was to get wood cut along the line; they took it even if they took it as a surplus, because it was available and would give extra employment. There were men cutting wood in the different places along the railway; it would be different from outside work. They would not be anxious to get it outside. The government would do anything in their power to sell it to the A.N.D. Co., but I don't know that they would be anxious to sell it if they had to deliver it to Botwood.

Q.—That was in 1920?

A.—No. In 1921 they did not want it; but they took it to oblige.

Q.—Do you know that?

A.—I knew the conditions at Grand Falls. I knew that in 1920 they had no wood and I know of my own personal knowledge that in 1921 they had an abundance of wood; because they had an abundance of labor for that wood. If you think that the government did anything to deter the sale of the wood in 1921, you are making a great mistake.

Q.—They didn't?

A.—They would be anxious to get clear of the wood.

Q.—The same applies to 1922?

A.—Yes, every effort was made in 1922 to try to sell the wood.

Q.—I could not tell you that.

Q.—They did not have enough?

A.—No.

Q.—They had to stop the logging operations to start for Curran and those others you mentioned.

A.—I know that they had to start some operations but I don't know if they included those; they were always cutting along the railway line.

Q.—Then the A.N.D. Co. was in need of a large quantity of wood?

A.—So far as I know.

Q.—If the government agreed to sell 20,000 they must have needed it.

A.—They wanted all they could get.

Q.—That is just the opposite to what you said before. You said they had enough to fill their requirements.

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A.—I know that they had to start some operations but I don't know if they included those; they were always cutting along the railway line.

Q.—You got \$7.50 a cord for that?

A.—I couldn't tell you the price.

Q.—Was there any effort to sell to the A.N.D. Co. in 1922?

A.—I cannot tell you but of my own knowledge I know the wood was there and we tried to sell. Lots of people enquired about it but no one would buy.

Q.—Foreign buyers?

A.—Yes, and local buyers. I heard of two or three men at that time.

Q.—What happened to all the wood that was cut in 1921?

A.—The 1921 wood was included in the sale in 1922.

Q.—What was actually done with the wood?

A.—A great quantity of it was stolen.

Q.—I notice in 1922 the following year, the A.N.D. Co. bought more wood. Does the same remark apply to that that they were doing it to oblige the government?

A.—I don't think they did it except to oblige the government and to help it out.

COM.—This was at Twin Lakes. Is that a handy situation to the A.N.D. Company. I am not familiar with the geography of the country.

A.—Quite near.

Q.—It is not like getting it from White Bay?

A.—No. It is just near where their own operations are going on.

Q.—From White Bay you would have to bring it down to Bonaville Bay?

A.—Botwood, Notre Dame Bay.

Q.—Then there is a line of rail to the works?

A.—Twelve of fifteen miles of railway.

MR. WINTER.—Then this wood was lying there the whole of 1921 and the winter of 1922, while the cutting was going on?

A.—Yes.

Q.—Did the Government have advice as to the different quantities of wood in the different places?

A.—I cannot tell you that; the Department ought to be able to tell you that, they had Mr. Baird there; his duties were to see to that.

Q.—Major Baird?

A.—Yes.

Q.—What was his duty?

A.—He was general superintendent of the whole operations; the pit prop cutting operations; he represented the Department.

Q.—Who appointed him?

A.—I can't tell you if he was appointed by the department or the Governor in Council. I expect by the Governor in Council.

Q.—He was general overseer?

A.—That is what he would be.

Q.—What would be the nature of his duties?

A.—He had to see how the work was progressing; who had the contract; the quantity required; how the scalars were working; where the wood was lodged; and even to see that the men placed it in select places and to see that the wood was placed where it could be easiest to ship.

Q.—He had to travel all around the country?

A.—Yes.

Q.—Did he make reports to the Department?

A.—I suppose he did, but I have not seen any of them.

Q.—With regard to this matter, I am approaching now to the wood of 1922, just before the contract was made with Rogers; had you any reports from Baird as to the quantity of wood?

A.—I was out of the country all that winter. I would not know what reports they had. I presume Baird reported weekly or monthly.

Q.—You have made a reference in a certain letter in evidence, to Baird and the surveyors; you do not seem to be satisfied with the way the work was done?

A.—It was not done properly, it was not looked after, no one was looking after the men and the cutting; the men were putting the wood where they wanted to; out in the most out-of-the-way places. A few cords in one place and a few in another; the very worst places to get at. All that comes on the scalars and the men paid to look after the work. If they had done the work properly there would not have been so much trouble in carrying out the after-operations; the shipping operations and the roasting operations.

Q.—Why do you say this; is this on your own knowledge?

A.—I saw it myself.

Q.—Where?

A.—Bonaville Bay; I went around the Bay several times.

Q.—The wood was not properly piled or located?

A.—There was no system at all in it.

Q.—What about the scalars; the

certificate of the wood?

A.—That was all in the hands of Major Baird; he was to see that they did their work.

Q.—Have you any knowledge, yourself, on which to base an idea of the reliability of the scaler's reports.

A.—I should say the scaler's reports were good, generally; that there was nothing wrong with them; I base that statement on the fact that I had numerous complaints from the contractors, not all but a lot of them, who stated that they had more wood than they had been credited for; that the scalars did not give credit for the full amount of their wood; they took too much for space and too much in knots. There were continual complaints from the contractors, saying they did not get credit, thinking I would get the scaler to go over it.

Q.—How do you account for the great discrepancy in the wood?

A.—Stolen.

Q.—Probably stolen by the people who cut it?

A.—Yes, they knew where to find it.

Q.—Stolen for firewood?

A.—Firewood I think most of it was used for; I don't think there was much used for other purposes.

Q.—Now, Sir William this wood was eventually sold to Mr. Rogers?

A.—Yes.

Q.—Who negotiated that contract?

A.—The Department. I suppose, would negotiate the contract they had to do with it.

Q.—Who carried on the negotiations with Rogers?

A.—That wood was under option to a man named John of New York; a wood man, a man dealing in that business for many years. He had an option for three months; the Department's records ought to show, I think the option was for \$5.00. At the end of the three months he could not do anything and he asked for an extension of time. I know this from himself because I was in New York on my way to the West Indies at the time that he had the option. He had got the extension but had failed to make the sale and he threw up the whole thing.

Q.—Who did he have the option with?

A.—The Department.

COM.—Mr. Turner did not tell us about that. He ought to have known of that?

MR. WINTER.—This is the first I have heard of this.

WITNESS.—There was considerable correspondence about the 1921 wood.

Q.—Who was Mr. Johns?

A.—I don't know anything more about him than that he is a Mr. Johns who is interested in lumber.

Q.—Is he an American or Canadian?

A.—An American.

Q.—Do you know what company he represented?

A.—I don't know; I just met him and I know he was a man dealing in pulpwood. I heard the Prime Minister speak of Johns.

COM.—You had nothing to do with giving him the option. It had not come into you until the option was expiring?

A.—When I went to the West Indies he told me that he had asked for an extension on the option and when I came back the arrangements with Rogers were on.

COM.—We will let you have the documents to remind you of the date.

A.—He had an option for three months at \$5.00 and he could not get anyone to buy it; the whole thing was put on the Government; I found that Rogers was negotiating for this wood then and that was all I knew about it. I did not enter into negotiations with Rogers; the Department did it as far as I know; I don't know if Rogers rang me up or whether he was introduced to me by Mr. Collishaw.

Q.—When was this?

A.—That would be May, 1922.

Q.—You came from the West Indies to New York?

A.—Yes.

Q.—Mr. Collishaw was there?

A.—These negotiations were then on and they consulted me about the arrangements and I think I sent some telegrams about the terms.

Q.—Who consulted you?

A.—Rogers.

Q.—How did Rogers know you were there?

A.—I don't remember whether he called me up on the phone or if he was introduced to me by Mr. Collishaw.

COM.—Mr. Collishaw was plainly with Rogers he was there and he was evidently in touch with Rogers. Then I gather Mr. Collishaw is well known to everyone in Newfoundland, except myself; he was known to you?

A.—Oh, yes, he certainly was.

Q.—If he was in New York at the time and knew Rogers and he knew you were there, it would not be very strange if he were the means of bringing you together?

A.—I would not be quite clear on the part whether he came to me or Collishaw brought him.

COM.—Probably if he came Mr. Collishaw sent him. We will let you

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idea at the department; the contract was the last of my.

Q.—That would be about it.

Q.—Because that there was some correspondence with you which I will let you see; the first one in order of date is 11th of May. You don't know when you got to New York?

A.—Very soon after I got there the matter was taken up. I should say, Q.—In order of date they run from the 11th of May down to the date of the contract which is the 21st of May. The first one is from you on the 11th of May. Have you got the next exhibit there, no. 121; that is the earliest from point of date, May 11th.

A.—They have no bearing on the Rogers contract.

Q.—That shows that your first introduction was the 11th?

A.—It has nothing to do with Rogers' business. That is a matter where I was trying to arrange a contract for roasting.

COM.—Then that won't help us.

COM.—Then let us look at this one of the 6th of May. That is signed by you?

A.—Yes. That is the first I would know of it.

COM.—(Handing papers to Witness) I think that is the bundle, probably I gave you the wrong bundle.

A.—That would be the first of it, the 6th of May.

MR. WINTER.—Do you remember how you came to send that?

A.—After an interview with Mr. Rogers, when he made an offer.

Q.—You don't remember how that interview came about?

A.—No, except what I have said; that it was either he came to me or he was introduced to me by Mr. Collishaw.

COM.—That is the 6th of May, 1921. I think we have the right bundle now.

Q.—Now Mr. Rogers got in touch with you about this matter through Mr. Collishaw?

A.—Yes, I daresay.

Q.—Do you know what Mr. Collishaw was doing in New York at that time?

A.—I could not tell you. Mr. Collishaw is a gentleman who is in New York a lot.

Q.—What is Mr. Collishaw's business?

A.—It would be hard to tell; he was in the lumbering business for one thing;

Sir Wm. Coaker Explains Government Relief Policy

(Continued from page 6.)

Q.—Mr. Dawe must have been very optimistic. Mr. Dawe said that the previous year by reason of there being no buyers, the price went down considerably, but that in 1922 the market was very much better.

A.—That is not so.

Q.—He said that while in 1920, it had been down to \$10.00 or \$12.00, in 1922 it went up to \$13.00 or \$15.00.

A.—There was no one paying up to \$18.00 at that time in the States for Newfoundland pulp wood.

MR. WINTER:—No, this was f.o.b. WITNESS:—Nonsense.

COM.—Well, that was his evidence. You have every opportunity to describe it. You have described it as "Nonsense." You evidently don't agree with it?

A.—No, certainly not. The most it would be worth would be \$8.00 or \$10.00 f.o.b.

MR. WINTER:—Pardon me, perhaps it is my mistake then. What would it cost to take wood from Newfoundland to the States?

A.—\$10.00.

MR. WINTER:—(To Commissioner) That would be where the difference comes in. That is the difference, sir, between Sir William and Mr. Dawe.

COM.—\$13.00 to \$15.00, f.o.b., Newfoundland. Then what is the difference between f.o.b. Newfoundland and delivery in the United States? You say that costs?

A.—\$10.00.

MR. HOWLEY:—At least?

WITNESS:—Yes.

MR. WINTER:—What was the market price then, Sir William?

COM.—Mr. Dawe was not telling such nonsense after all, apparently.

MR. WINTER:—What was the wood selling for at the mill?

A.—I should say about \$16.00 or \$17.00.

Q.—Mr. Dawe says about \$18.00 to \$22.00.

A.—Well, he may have something to substantiate it.

Q.—You say it costs \$10.00 for carriage and that here the price was \$10.00.

A.—Yes, \$10.00 to bring it up, at any rate, and the wood here would cost about \$7.00, and that is for roased wood. The trouble with our wood was that it was not roased—no clean peeled like the wood the Canadians sell to the American market at all.

They clean-peel the wood by taking the rind off in one peel. Clean-peeled wood is what they know about, and they know nothing about wood we produce down here. The wood was unmarketable because it was not sufficiently roased for pulp manufacture in the States, and they would have to roase it. That is why there was such great difficulty in selling it.

Q.—You say you were not trying to sell it?

A.—No.

Q.—Do I understand then that Rogers came to you about it?

A.—They were negotiating with the Department before that. The Department was trying to sell it. They had been months trying to sell that wood.

Q.—That is as far as you know?

A.—Well, I know that there were negotiations about 1921 to sell it to Mr. Johns. I know that, because I heard the Prime Minister speak of it.

COM.—Do I infer that as you then understood the state of the timber market you did not regard it as a bad contract?

A.—I regarded it as the best contract that could possibly be made in America. This fact was borne out by the further fact that this man who bought the wood did not take a stick of it in 1922, because he could not sell it.

MR. WINTER:—Do you give that as Rogers' reason for not taking delivery of the wood in 1922?

A.—I do. That was the reason he did not take delivery of the wood.

Q.—What do you use pulp wood for?

Q.—For making paper.

A.—Was the paper market not good then in 1922?

A.—Not like it was in 1918, 1919 and 1920. There was an abundance of wood on the market in 1921 and 1922.

In the States. Things are getting brighter now—1923 was a better year than 1922. 1921 and 1922 were dark years. There were poor times in Canada as well as poor times here and that made lots of men usually engaged at other work cut wood, and consequently they had a tremendous amount of wood to offer, to the American markets.

Q.—And did you find that Canadian wood was shutting us out?

A.—Yes. They make contracts a year ahead in the States.

MR. HOWLEY:—And I suppose they did not know our wood?

WITNESS:—They did not know our wood. They did know the Canadian wood and bought it.

COM.—Was there no shortage of Canadian supplies at that time?

A.—I was talking to a man connected with the International and he told me they had twelve months stock of wood on hand, which they had bought in 1920 when the prices were high, and he told me they were standing to lose thousands of dollars by having that wood. It was lying there and they could not buy any more, and they were not in a position to buy any more.

MR. WINTER:—You were looking then to sell the wood to Mr. Rogers?

A.—Yes, and I may say he did not want to sign that contract. He was bringing up all sorts of pretexts and even when the thing was ready for signature he wanted to draw out of it. My object was to get the \$25,000 deposit for the Government. I knew if he paid that he had to go ahead with his contract. But there is no doubt about it: you could appoint a Commission today and send it to the States to take evidence as to the pulpwood situation at that time, and you would find that \$5.00 would be the very highest price anyone would pay for Newfoundland wood under the conditions as they were at that time. My object was to get as high a price as I could, and you may be sure if there was any hope of getting \$5 out of Rogers, we would have got it.

Q.—Yes. Did you ask anybody besides Rogers about it?

A.—The only information I got was from Mr. Johns. He gave me information as to the difficulty of selling. He had replies from hundreds of mills and could not sell wood at any price owing to the large amount of wood on hand.

MR. WINTER:—What was the quantity of the Rogers' contract?

WITNESS:—50,000 cords, I think.

COM.—It reads "Party agrees to purchase 70,000 cords, quality not less than 70 p.c. spruce."

WITNESS:—There is a provision there for theft and fire.

COM.—Yes. (Reads contract.)

WITNESS:—I insisted on putting that in to cover up any theft. I don't think we would be compelled to deliver 70,000 cords of wood if we did not have it.

MR. WINTER:—Was that the amount of wood you estimated you had there?

A.—Yes, I felt sure that we had that amount.

Q.—Who drew up that contract—actually drafted it?

A.—It was a lawyer named Noble.

Q.—Was he Rogers' lawyer?

A.—I can't tell you that. I made enquiries for a good man, and he was recommended to me. He had been connected with the firm of Hughes, the Secretary of State, a firm of very high standing there, and his office adjoining theirs. He was a very superior man so far as a lawyer went.

COM.—He was a high-priced one at any rate?

A.—He was that. I asked him for his bill at the time he was making the contract, and he said no.

MR. WINTER:—For a lawyer you say he was not a bad man?

A.—Well he may have been bad, because the fact that he charged \$750.00 showed he was not very good. He had a very high standing, and a tremendous lot of business going into his office. Of course, he went too far afterwards with his charges. He explained that he charged according to the value of the contract, which is the way they fix their fees. The terms of the contract applied to about \$350,000.00 and he charged according to the volume of business involved.

COM.—I can quite understand that in England there is a scale.

WITNESS:—He told me that afterwards. If he had told me that there would have been \$750,000 charges back there, there would have been no contract made. I would make it myself and put up with the consequences afterwards.

COM.—There is a scale in England by which in some cases fees are charged as a percentage on the amount. There are times when the work is large and the scale is small, and there are also times when the price is very high for very little work.

WITNESS:—I asked for his bill when he was making the contract, and he said, "no, I can't give you the bill now, I shall send it to the Department." I was expecting if he had said what it was to be about \$100.00.

Q.—Did you expect that part payment would devolve upon the other contracting party?

A.—No, it was my contract, I simply told the man what to put in the contract, and sent it to Rogers to look it over. The other fellow had nothing whatever to do with making it. I considered it a Government contract.

MR. WINTER:—The bill seems to have been addressed to Rogers?

A.—Well, I should say that was because he knew Rogers probably, and did not know how to find out address. I don't really know how he came to send it to Rogers. I could not say if he was Rogers' lawyer.

MR. WINTER:—You say if you had known his bill was going to be \$750.00 you would have drawn up the contract yourself?

A.—Yes.

Q.—If you were able to do that, why did you go to a lawyer at all?

A.—I do not say I was able to do it; I was not a lawyer; but I would do a wonderful lot to save that much money to the Government. I don't like these big figures, and I don't like to see lawyers getting them.

Q.—Sir William, to save \$750.00 you say you would have drawn that up yourself?

A.—Yes.

Q.—Do you know that Mr. Rogers has a claim for \$120,000.00 now under that contract?

A.—Not under that contract, under the second.

COM.—I thought this contract had been rescinded?

MR. WINTER:—Only in part.

COM.—As I understand it, there was a new contract made which incorporated parts of this, but that this as a contract is gone. If Mr. Rogers has any claim at all against the Government, would it not be under the new contract?

MR. HOWLEY:—Which was drawn by the Attorney General.

MR. WINTER:—But the claim was the result of conditions which arose under the old contract.

WITNESS:—I wish you lawyers had consulted me about that second contract.

MR. WINTER:—I had nothing to do with it.

COM.—At any rate, there is the contract, drawn by an American lawyer, and duly signed. What Sir William says is that under the circumstances he regarded it as the best contract that could be made.

MR. WINTER:—Was anything said in that contract with regard to the way in which the wood was to be delivered to Mr. Rogers?

WITNESS:—How do you mean?

MR. WINTER:—In what way was it to be handed over to him?

A.—Do you think you would get any man to take wood in Newfoundland if you were to say what he was to take, and what day and what hour he was to take it? I had an awful difficulty in getting him to make that contract as it was. It was at my instance that the clause was so made that he had to start as early as possible in the season to take deliveries.

Q.—It does not say so.

A.—What does it say?

Q.—It says as much as reasonably can be delivered.

A.—Well, I wanted to get half the wood taken that season. The most we could do was to put in a "reasonable amount." What is a reasonable amount? It does not mean "nothing."

Q.—Now this question is rather a technical one I am asking you, Sir William. When did you consider that wood became Rogers' wood under that contract?

COM.—Now you are asking him "a question."

MR. WINTER:—I know it is not an easy question.

WITNESS:—I should think I would be the last person you ought to ask, but I should say when he took delivery on board the steamer, and not before. Certainly not until scaled on shore.

MR. WINTER:—Now that is a very important point. What was to happen to all that wood during the time he was given in which to take delivery? He was given two years!

WITNESS:—What sane man do you think would undertake to pay for that wood or to pay for any quantity until he had taken delivery?

MR. WINTER:—What man in his sane mind would allow him two years—knowing the conditions here—in which to take delivery of it?

WITNESS:—We knew he could not take 100,000 cords in one year, so we gave him two years to take it. We were glad to make the contract; we could not get anyone else to make a contract under any conditions. I knew what was going to happen to this agreement, and I tried to get him to take immediate delivery of it. If he could have sold the wood to advantage, so

as to get back his money out of it, he would have taken delivery that year. I wrote him and begged him to take delivery of it; I threatened him with all sorts of things; I even said the Department was going to cancel it all through that summer.

Q.—That wood was to be piled by the Government for delivery within 100 ft. of high tide?

A.—Yes.

Q.—Well then, let us assume that in some good harbour the Government has piled so many cords of wood, and that Rogers can get a ship, and that he does not do so, because he does not want to, and that while it is waiting to be delivered it is stolen. Did that position possibly strike you?

A.—Then he could not expect us to deliver such wood.

COM.—The cords were to be delivered to him before the ship came. I don't think that was unwise. It looks to me as though it was properly wise—irrespective of his sending a scumner—to make deliveries to him on the shore. That was not an unwise thing to put in.

MR. WINTER:—I don't say it was. I am bearing Sir William out in that. Why the Government ever rescinded from that position is what I can't understand.

COM.—That was not his doing.

MR. WINTER:—No.

COM.—Then I don't know that he should answer for any acts of others. He took part in it so far as the actual making of the first contract is concerned. By all means ask him any questions you like as to the part he played; but in other people's interest afterwards I don't know that he is bound to give his opinion on that.

MR. WINTER:—Except that from what Sir William said I understood him to agree with the opinion that Rogers was not liable for it until he took it on board.

WITNESS:—I never expressed an opinion on that. The contract expressly stated that he was to take delivery on the land. I wanted him to scale it on the land, because I know that thousands of dollars are lost because of the difference there is in scaling wood on land and scaling it on board the steamer. I wanted then to have a man like Baird go there and measure it before their eyes on the shore, not on the steamer.

Q.—But suppose he never sent a single ship in the whole two years, what in your opinion of the Government's position then?

A.—They would have the \$25,000.00.

Q.—And is that all? A man agrees to take 70,000 cords of wood, and does not take a single thing, and all he does is to forfeit a deposit?

A.—I do not know if they would have a claim against Rogers for general loss of the wood.

Q.—But would that be the position? The Government does its best under the contract and Rogers does nothing, and yet you say that it has no claim?

A.—First of all, it would have the \$25,000.00.

COM.—They would have that in forfeiture. The second thing is they would go to the lawyers and say "What further claim have we, and how shall we bring it?"

WITNESS:—If they had to sell it as firewood for \$2.00, they would be entitled to claim from him \$3.00 on every cord.

MR. WINTER:—But how could you prove what was there?

A.—You could not possibly prove it, but you could take an average in some way. Nobody could prove how much was there.

COM.—You could get an average, but could not prove the quantity.

A.—No.

MR. WINTER:—From what you say that contract is very vague in the Government's favour. What was the petition when Mr. Rogers sent his ships there? How was it to be measured?

A.—It was to be measured on the land.

Q.—Do you know how that wood was measured under the second contract?

A.—I don't know.

Q.—Did you know it was measured on the ship instead of the land?

A.—No. If I did I should have objected.

Q.—If they had I left the contract to you to carry through, they would have been better off.

A.—I know that I would not have made the second contract. If he ever sent to take it, it would have been under his first contract.

Q.—Then you agree that he was to take it on the land?

A.—Yes.

Q.—What was the price?

A.—\$7.00 for roased wood, \$5.00 for clean-peeled, and \$3.00 for the green unroased.

COM.—"Clean-peeled" does not appear. It says "hand-peeled." It was suggested that some differences of opinion arose on that matter.

WITNESS:—In your letter there, Sir.

COM.—This letter?

WITNESS:—Yes, I think that explains it.

COM.—(Reads letter). That is the covering letter, Sir William. I have nothing here about it.

WITNESS:—Is there nothing else in it?

COM.—No.

WITNESS:—Well, I think there must have been another letter.

COM.—This seems to be the only one handed to me.

WITNESS:—Is it the letter dated the same day as the contract?

COM.—Yes, it is dated the 13th of May, and is signed by you as Minister of Marine & Fisheries.

WITNESS:—I thought there was something said about merchantable wood, and that he insisted upon the wood being roased.

COM.—Apparently it did not get into the papers at the Department, because this is what was produced by Mr. Turner. Well, you, as I understand it, had nothing to do with the second contract?

A.—Nothing whatever.

Q.—You don't in fact approve of it?

A.—No, I don't.

MR. WINTER:—Now Mr. Rogers made his deposit of \$25,000.00?

A.—Yes.

Q.—Was any other contract made at that time, Sir William?

A.—No.

Q.—There was no other contract made with Rogers?

A.—No.

Q.—You acted entirely for the Government in connection with the first contract, and you were the only one?

A.—As far as I know, yes.

Q.—And what part did Mr. Colishaw play in it?

A.—I don't know if he played any part. He must have been acting for the Department, if he was acting at all in the matter.

Q.—The Attorney General told us he was acting for Rogers.

COM.—Not in connection with the first contract. That was the following year, when the negotiations for the new contract were being made.

WITNESS:—I don't know what authority he had to have anything to do with it, good, bad or indifferent.

MR. WINTER:—You don't know whether he was acting for Rogers or in Rogers' interests at that time?

A.—Not from my own personal knowledge. I don't know what connection he had with it in any way. He might have introduced me to Rogers, or told Rogers who I was. I don't know if he had any further connection with the Department about the wood. I don't know what authority he had from the Department. I arrived, and sought to put through the contract, as I thought that Rogers was going to draw back, and that we would not get the contract.

Q.—Do you know if Rogers—or Colishaw I mean, was acting for Rogers in the second contract?

A.—Not as a fact that I know of.

Q.—You don't know as a fact that he was acting for the Department in connection with the first contract?

A.—No.

Q.—Then why did you say you presumed that if he had any connection with it at all it must have been with the Department?

A.—I would have no proof of that. I did not know if he was authorized by the Department to sell the wood or not.

COM.—Now that closes what you want to ask him about the Rogers Contract, Mr. Winter.

MR. WINTER:—About Rogers' first contract, yes.

COM.—Very well, then I think that is a convenient place to adjourn.

Adjournment taken until 3 p.m.

MR. WINTER:—We pretty well concluded talking about the first contract with Rogers this morning. I forget whether you told me exactly how you came to be acting for the Newfoundland Government. Was it by instructions from the Minister of Agriculture and Mines?

A.—I made the contract on instructions from the Minister of Agriculture and Mines.

Q.—Telegraphed instructions?

A.—Yes.

COM.—What I understood him to do was he telegraphed Rogers on May 6th, then there was a telegram from the Minister of Agriculture and Mines, which, in effect, authorized him to fix up the bargain, as he was the man on the spot.

MR. WINTER:—You were saying that that was a good contract from the Government's point of view?

A.—Yes.

Q.—Add was warranted by the state of the market?

A.—Yes.

Q.—And I think you said that you had difficulty in getting Rogers to append his signature?

A.—Yes.

Q.—Do you mean from that that he did not think he was getting a good bargain?

A.—At the last moment he wanted to draw out.

Q.—His is another way of asking about the market price. Do you think Rogers, if he had sent down ships and got that seventy thousand cords of wood, could have dealt profitably with that wood?

A.—I should say not according to the prices that were being offered in the United States at the time.

Q.—The next year, 1923, I think there was a bit of a deadlock, was there not?

A.—There was some trouble.

Q.—He did not take any wood in 1922?

A.—He did not take any worth while, except that I think he took some for a sample and found that it turned out bad.

Q.—I think the Government notified him that they were cancelling the contract and that afterwards it was reconsidered and he took a new contract?

A.—That is as I understand it.

Q.—Here is a copy of a telegram put in from Mr. Wolvin. (Hands telegram to witness for perusal). Did you see what Wolvin says there to Rogers?

A.—Yes.

Q.—He was apparently contemplating some action against the Government?

A.—According to that he was.

Q.—Wolvin was advising Rogers. (Message was put in.)

Q.—If he had taken the whole of the wood he would have made a profit of two dollars a cord?

A.—That is what he says there.

Q.—And that is what Wolvin evidently thought.

MR. HOWLEY:—As we will not have an opportunity of examining any witness who is a part to that telegram, I think it ought to be considered that it was a telegram when an action was contemplated against the Government.

COM.—It is open to any comment, but I do not see how it interferes with Mr. Winter's question. The telegram suggests that Wolvin was stating that the altered contract would have been a profitable one for Rogers. I do not know what Wolvin meant; but whatever his suggestion was I would like to know if it alters your opinion, Sir William?

A.—It does not alter my opinion.

Q.—I presume Mr. Wolvin was well versed in this kind of thing. Do you know him?

A.—Yes.

Q.—I think he is President of B.E.S. Co?

A.—That is the same person; but I do not know what his knowledge is about timber. My opinion is that they would want to get \$18 a cord for that wood before they would make a cent profit.

MR. WINTER:—\$18 would be needed pretty well to clear costs?

A.—Yes.

Q.—But over and above that would be profit?

A.—They would want at least that; and even then it may cost them another dollar a cord.

Q.—I think you told us something about roasing or clean peeling and rind-wood. But had you anything to do with the negotiations last year with Rogers which led up to the making of the second contract?

A.—None whatever.

Q.—I think you told us this morning that you would not have advised that?

A.—No. I have never seen the second contract.

Q.—They dropped the price, apparently, from \$7 to \$5?

A.—I understand the second price was high and they dropped it.

Q.—I think you told us the market strengthened a bit?

A.—It did not weaken anything from

the previous year.

Q.—The Government threatened to sell some contracts to Rogers, did they not?

A.—Yes, I think you said that you had difficulty in getting Rogers to append his signature?

A.—Yes.

Q.—Do you mean from that that he did not think he was getting a good bargain?

A.—At the last moment he wanted to draw out.

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Sir Wm. Coaker Explains Government Relief Policy

(Continued from Page 7.)
the early part of June.
MR. WINTER—Yes, June 10th.
A—That would be the day after the contract; the other is the 9th.
COM—It looks as if it was entered into in the early part of June.
MR. WINTER—It was drafted in May. This contract recites that the contractor is in possession of suitable machinery?
A—Well, at that time he had five sets of machinery ordered and he had all arrangements made to get them, and all he wanted was the word from the Department and then he would be able to go ahead. He had everything arranged, and all he had to do was simply send a message as the machinery was already for shipment.
Q—Suppose the Minister had not given it?
A—That was the bargain. The people had the machinery on hand, and if he did not get the word to go ahead he would not take the machinery.
COM—Did he make arrangements for himself or the Company?
A—For himself.
MR. WINTER—Did he pay for them himself?
A—I told you what happened. He made arrangements and intended going ahead with operations under the contract. As soon as he had made an investigation for a day or two and had found that he would be in a hole, he got cold feet and threw up the whole thing. Then he came to me and told me his position and I said you have your contract and your machinery, and I told him to go on with the contract and that we will stand at your back.
Q—What do you mean by "we will stand at your back"?
A—The Trading Company.
Q—The Trading Company then took over the contracts?
A—Yes, and he went on with the work.
Q—Did he take full charge of it?
A—He took full charge of it in 1922 but he was not at all in 1923.
COM—And was it the company who perfected the purchase of the machines?
A—He might have perfected the purchase; but as the bills had to be paid they were paid by the company.
Q—And probably they were the persons who took delivery of the machines?
A—I should say the were.
MR. WINTER—Do you know at this time the condition of the wood, as to the location of it and where it was piled?
A—No, not at that time.
Q—Would you tell me how much that machinery cost?
A—The outfit of Bryant's cost \$9,065.00. That was the net cost of the machinery.
Q—How many machines were there?
A—Five, and so many engines attached; but they were not complete as the two the government had. The

government had two machines and four engines, that would be two engines to drive the machines and two to drive the saws. His did not cost as much as the government's because he did not have as complete an outfit. The government's cost \$3960.
Q—He was to get \$225 a cord for robbing, you said?
A—Yes.
Q—And the government was to pay half the cost of moving the machinery?
A—Yes.
Q—The idea was, you were to take the machinery from bay to bay?
A—From place to place, from port to port.
Q—What work did the company do in 1922 under this contract?
A—They rossed about 7000 cords.
Q—What were they paid for that?
A—I do not know; you will find that from Mr. Russell.
Q—On July 24th, 1922, the department paid the company \$8535.00?
A—I know nothing about that.
Q—Did you not ask for some advances?
A—I asked for an advance of \$5,000, I think.
Q—What arrangement was made about the two machines which the government provided?
A—The government was to own them—the two machines.
COM—You see the contract says that Bryant was in possession of sufficient machines.
A—Bryant, who had made arrangements for ten machines, took five down to start the operation, and see how it would work out. He had been working for a considerable time when I went over the operations, and he found that the whole thing had gone in the hole.
Q—From the point of view of the company?
A—From the point of view of carrying out the operations at all. The wood was scattered all around, and it was a new business to Newfoundland, and we had no experience. We found the wood on top of hills, ponds, very shol coves and on all these things we made up our minds that if we had ten machines working we would have twice the loss. The wood was not assembled for us.
Q—But you contemplated that the wood would not be assembled when you got the ten machines?
A—But we had an arrangement that it would be assembled. The government had to do that apart from our work.
MR. WINTER—The arrangement was that the government had to do it and render an account to you?
A—They had to assemble the wood. We had to pay half the cost of moving the machinery, but we had nothing to do with assembling the wood. They were to put it in two hundred cord lots.
COM—Let me see if the contract provides for that. "In lots of not

It takes the "aking" out of baking

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less than two hundred cords on the bank within one hundred feet of high water mark in the various harbors and other places indicated by the Minister or his agent." So long as it was within one hundred feet of the high water mark the government had nothing more to do; and if it was not they might be liable to put it there.
A—Apparently it is not in the contract. There was an understanding at any rate. Here is a letter which Mr. Bryant wrote on the 9th.
Q—A letter from whom?
A—From Bryant to the Minister.
Q—There is a letter here of the 10th. That is apparently the subject matter of the letter of the 10th, that there are more small quantities than were thought of.
A—(Reads letter) Then, as I say that is covered by this letter of the 10th.
MR. WINTER—You were explaining why Bryant or why the company needed these extra machines.
A—Yes, because, do you see, there was so much old wood unried and would be left unried and worthless if it finished during 1922. That is, the five machines could not do it, and if it was left over it would be useless for the following year. The Government would have to make arrangements to have it done before the end of the year. If this was not rinded in 1922, it would be impossible to ross if except at a big loss and expense. They had to get it done.
COM—And to speed up and get it done that year they needed more machines?
A—Yes.
MR. WINTER—But did you not say that Bryant had made arrangements for ten machines?
A—Yes. He was to have ten if he called for them, but the experience of the five machines showed us that were not making it pay.
A—And you wanted the government to get more machines?
A—Well, we said it is government business now.
COM—Was Bryant under any obligation to do this in any definite time?
A—No. There was no obligation on him. He could refuse to do any, but he would not get paid if he did not do it.
Q—"The contractor agrees to ross not less than 20,000 cords." Of course if there is no specification as to the time within which he had to do it, the law would imply that he had to do it within a reasonable time.
A—We wanted to get all the wood possible done. That was the object in taking the contract.
Q—Further, you say there was a lot of wood that would be left to ross if it was not done that year?
A—Yes.
MR. WINTER—You said that it was the duty of the Department to get

the wood done?
A—We had made up our minds that were not going to ross further, that we were going to get out of the rossing business.
Q—When did you make up your minds?
A—When the season closed in 1922.
Q—Up to that time I think 7074 cords had been certified as having been rossed, and you were paid for that at the rate of \$225 per cord?
A—Yes. It would not be all at \$225, because some of it would be at \$200.
Q—935 cords at \$200; the remainder at contract price, and that did not pay you?
A—When I investigated the thing about that, in the Fall, about October some time, I considered on the whole, on the business altogether, when the men and the outfit came in, we decided to have nothing more to do with it. I think we made a profit of \$3100.00, in 1922.
Q—On this contract?
A—On that contract.
Q—Was not that profit high enough?
A—Well, we did not want to have the work and the annoyance, and when the outfit came in the figures showed that the thing did not pay, but when all the credits were in they showed a profit of \$3400 for 1922. It took the best men from our premises, and we did not want to have the annoyance.
Q—Can you continue the history of the machines?
A—I know that they passed to the government.
COM—Did they realize that you had made a contract?
A—The wood was not there. We sent from place to place on the instructions of Dr. Campbell, and the wood was not there to ross. The government had broken their part of the contract by not providing wood.
Q—Ch, I thought you told me it was because it was not profitable.
A—There was too much fooling with it.
Q—I thought it was also because you did not want your men to be at the work?
A—We did not want to use our good men at rossing, as we needed them far worse at Port Union.
Q—I wanted to know the reason why you made up your mind not to go on with it, and you say that you did not think it was profitable, and you did not want your men to be used that way; and I take it that there was the further reason that the government had not fulfilled their part of the contract?
A—We were disgusted with the contract.
Q—You were disgusted with the contract? I understood you to say that the government had not produced any wood for you to ross?
A—The wood was not there for rossing. It was scattered all around and it would be utter nonsense to take around our machines. Then I went to other places and found the same conditions. If the wood had been placed in two hundred cord lots there would have been plenty of work for the machines, but we could not go around to ross fifteen and twenty cords in different places all over the country.
MR. WINTER—But there was nothing said of that except in the letter?
A—These are the facts.
Q—You see, there was a heavy penalty recoverable against the government if they did not provide wood for you to ross?
A—We were not going to claim for wood that we never did.
Q—Do I understand you to say that the government did not produce the 20,000 cords?
A—It was not available for the machines. We went around from place to place and it was laying around in ten and fifteen cord lots

scattered around. They paid us our claim when they bought the machines. When they paid us the ten thousand dollars it balanced our claim. I think you will notice in a letter from the department that they state that it covered our claim.
Q—They paid ten thousand dollars?
A—For the machines, for our claim and for a claim that we had for rebated duties.
COM—That is what I want to see. If the claim was paid at the same time as the machines were paid for.
A—We had a claim for rossing—2500 cords at fifty cents per cord—that would be \$1250.00, and \$350 for rebated duties.
Q—This seems to be complaining about that. This is from the Witness, dated January 27th, 1923, to the department. "The agreement with Bryant binds our department to supply his twenty thousand cords to ross," that is dated Jan. 27th, 1923. Then there is a letter from Russell, Assistant Manager. This is about different things that had been supplied, gallons of gas, kero, motor oil, and so on. I want to see where is the letter, if there is one, in which he agrees to pay you ten thousand dollars for this?
A—There is one, I have a copy of it somewhere.
Q—Is it a letter, do you think, of the 20th February?
A—21st.
Q—There is one here of the 20th (reads letter).
A—That is it, sir.
Q—That is 20th of February. Then on the 21st there is a letter enclosing \$5,000. That is the correspondence on that.
A—Under that claim, this is how we computed our claim—We would have rossed 2500 cords more than we did if the wood had been available. Therefore we claimed that we were entitled to fifty cents per cord on \$2500 cords of wood. That would be \$1250, and I think it was \$350 that we claimed for rebate duties.
MR. WINTER—Was that fifty cents per cord borne out by your other transactions?
A—Yes, from the \$3,400, that would be about it.
Q—That is net profit?
A—Yes.
COM—You claimed \$1600—\$1250 profit, \$350 for rebate and the rest.
A—Was the value of the machinery?
Q—That is to say there was \$1600 to come off the \$10,000; \$1250 and \$350.
A—To come off the ten thousand, yes.
Q—That would leave \$8400 for the machinery?
A—Yes.
Q—So that \$8400 is what the government paid for the machinery?
A—Yes.
Q—These are the same machines that cost \$9100 the year before?
A—The same year. They were in use for about four or five months. They were sold in the same season.
Q—But they were bought in 1922 and sold in 1923. You mean the same winter?
A—Yes.
MR. WINTER—This is you say a statement of the cost to you?
A—That is the cost to us.
Q—Who is that made out by?
A—By our office at Port Union.
Q—Is that taken off your books?
A—That is taken off our books.
Q—That shows in your books.
A—Yes, we can give you the originals to prove that.
COM—The original invoices?
A—We can give you the original invoices if you want them.
MR. WINTER—A great deal of that seems to be freight?
A—The freight was very heavy. They are large machines. A rossing machine weighs from a ton to twenty-five hundred pounds, and it is very large when it is crated.
Q—A. E. H. is here, is that Hickman & Co.?

A—Yes.
Q—Would that be for the machines?
A—No. That would be for the engines. The engines to operate the machines were purchased here.
Q—You say you told the government that they were short twenty-five hundred cords, which you would have done if they had had them properly placed?
A—Yes, the government did not have any there.
Q—Some wood had been collected?
A—Yes.
Q—How was that measured?
A—138 feet to a cord.
Q—I mean, by whom?
A—By the scaler.
Q—Who appointed the scaler?
A—The department.
Q—The department appointed the scaler to look after the government interests?
A—Yes, to look after the department interests.
Q—Did they ever appoint a scaler at your suggestion?
A—They might have asked me to recommend one.
Q—Do you remember a scaler being required at Sweet Bay?
Q—Who was appointed there?
A—I think it was a man named Brown. I recommended Brown after I had been asked to name someone. Brown was a man who had been a scaler under the 1922 contracts for the department.
Q—(Hands Witness paper) Those are recommendations by you?
A—No, they are not. These are not recommendations from me.
Q—What number is that?
A—111.
Q—That is a letter written by Mr. Hibbs, I think?
A—Yes.
Q—That is concerning—
A—Bannister.
Q—No, I did not.
Q—Did you recommend Bannister?
A—No, I did not.
Q—Did you tell Mr. Hibbs to?
A—No. I did not tell Mr. Hibbs. Mr. Hibbs had no communication with me, good, bad, or indifferent. I never recommended him.
Q—Will you look at that one about Prince and Brown?
A—Yes, what about it?
Q—Did you recommend Brown?
A—Yes, after Prince, who had been recommended, could not take the job and they asked me for another man. I recommended Brown.
Q—Brown, I presume, had nothing to do with the company?
A—Nothing whatever.
Q—I mean, did you not think it strange that you should be asked to recommend the scaler?
A—No. I would know one man from another. I would know who was competent. The department had no information but they knew that I could give them good information. Brown had had experience in scaling.
Q—What I do not understand is why they came to you?
A—Who could they go to if they wanted a scaler in Bonavista Bay, when they wanted the wood scaled for the steamer? If they went to St. John's for a scaler they would keep the steamer waiting for weeks—because it would be weeks before the scaler would be able to get to work.
Q—Was Brown an experienced scaler?
A—Yes.
Q—Then the net result of the 1922 transactions was that you made about \$3000.
A—Yes.
Q—Then you sold the machines to the government?
A—Yes.
Q—Was that \$3000 profit after selling the machines to the Government?
Feb. 25.

A—I can't tell you that. I think that was the net profit on the whole transaction.
Q—So that you started 1923 with that profit?
A—Yes.
Q—Did you ross any wood in 1923?
A—Yes.
Q—In the same way as the Bryant contract?
A—Well, it was scaled by another man.
Q—Did Bryant have charge of that?
A—No.
Q—Who had charge of that?
A—Groves.
Q—Is that the same man—
A—The same man that was working at Pope's Harbor. He had been working with Bryant the year before, as his foreman, in 1922.
COM—In these 1923 operations did you use these five machines?
A—Yes.
Q—Did you pay for the five machines?
A—No.
Q—Was anything paid for the two machines?
A—No.

(To be continued)
A Fallen Planet
Astronomers have long known that between the orbits of Mars and Jupiter a large number of tiny planetary bodies revolve round the sun. Some of these have a circumference of but a few miles.
In addition, there are countless billions of what might be called meteoric stones hurtling round the sun. These are constantly entering the earth's atmosphere and being burnt up by the friction much more completely than the moth that flies into the candle flame.
Has any one of the small planets ever entered our atmosphere and landed on the earth without being entirely consumed? If it ever did, it was long ages before man appeared upon the earth, for the impact of such an outside would cause an earthquake indeed.
However, in Arizona, there is a curious eminence called Coon Butte which rises about 150 ft. above the plain. At the top is a depression or crater 4,000 ft. wide and about 150 ft. deep. Scattered far and wide around this hill are fragments resembling meteoric iron which contain curiously shaped boulders.
It is suggested that this hill was formed by the impact of a gigantic body from the outside, and mining operations are to be started with a view to discovering whether the theory has any foundation in fact.

In the Supreme Court of Newfoundland
In the Matter of the Insolvency of Frederick H. Hue, of St. John's, Merchant.
NOTICE OF MOTION
Take notice that the Court will be moved on Wednesday, the 5th day of March, A.D. 1924, at 11 o'clock in the forenoon or so soon thereafter as Counsel can be heard by Mr. Howley, K.C., of Counsel for Frederick H. Hue that a certificate of insolvency and final discharge be granted to the said Frederick H. Hue.
Dated this 16th day of February, A. D. 1924.
HOWLEY & JERRETT,
Solicitors for Applicant.

The NORWEGIAN FISHLINES and NET MANUFACTURERS' Co., Ltd., Bergen, Norway.
Merchants, Look at This!
At last you can obtain your Lines and Rope. **HEMP, MANILLA, COIR, FISHLINES, etc.**
For prices worth while, call and see them at **ROOM 12, BON MARCHE BLDG.**
NORWEGIAN PRODUCTS COMPANY.
Feb119,eod,lmth

Newfoundland Government Railway.

CROSS-COUNTRY PASSENGER TRAIN SERVICE.

Express train, with dining and sleeping car attached, will leave St. John's Depot 1.00 p.m. Tuesday, February 26th, going through to Port aux Basques, making connection with S. S. Kyle for Canadian and American points.

S. S. ARGYLE—PLACENTIA BAY STEAMSHIP SERVICE.

Passengers leaving St. John's on 8.45 a.m. train, Tuesday, Feb. 26th, will connect with S. S. Argyle, at Argentia, for usual ports of call between Argentia and Lamaline (Western trip).

Sealers' Notice!

S. S. VIKING'S Crew sign on March 1st and 3rd.
Articles positively close at 5 p.m. March 3rd.
S. S. RANGER'S Crew sign on March 4th.
Articles positively close 5 p.m. March 5th.
S. S. TERRA NOVA, EAGLE, SAGONA Crews sign on March 6th. and 7th.
Articles positively close at 5 p.m. on March 7th.
RANGER, TERRA NOVA, EAGLE and SAGONA sail on March 8th.

BOWRING BROTHERS, Limited
Feb23,26